

**City of Kelowna
Regular Council Meeting
AGENDA**



Monday, October 6, 2014
1:30 pm
Council Chamber
City Hall, 1435 Water Street

Pages

1. Call to Order

This meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

5 - 15

Regular PM Meeting - September 29, 2014

3. Development Application Reports & Related Bylaws

- 3.1 Text Amendment No. TA14-0004 and Rezoning Application No. Z12-0056 - 1755 Capri Street, 1835 Gordon Drive and 1171 Harvey Avenue, RG Properties Ltd.**

16 - 71

To consider a Text Amendment to add the proposed CD25 – Capri Centre Comprehensive Development zone to Zoning Bylaw No. 8000 and to rezone the subject properties to the newly created CD25 – Capri Centre Comprehensive Development zone in order to accommodate the development of a large scale, mixed-use development project.

- 3.1.1 Bylaw No. 10998 (TA14-0003) - CD25, Capri Centre Comprehensive Development Zone**

72 - 93

To give Bylaw No. 10998 first reading.

- 3.1.2 Bylaw No. 11016 (Z12-0056) - 1755 Capri Street, 1835 Gordon Drive and 1171 Harvey Avenue, RG Properties Ltd.**

94 - 94

To give Bylaw No. 11016 first reading.

- 3.1.3 Bylaw No. 10999 - Amendment No. 21 to Sign Bylaw No. 8235**

95 - 95

To give Bylaw No. 10999 first, second and third readings.

- 3.2 Rezoning Application No. Z14-0026 - 1280 Glenmore Drive, 561655 BC Ltd. 96 - 117
- To rescind Bylaw No. 10994 at first reading and to rezone the subject property from the RU1 - Large Lot Housing zone to the RM2 - Low Density Row Housing in order to develop a freehold five unit townhouse and a freehold four unit townhouse.
- 3.2.1 Bylaw No. 10994 (Z14-0026) - 1280 Glenmore Road, 561655 BC Ltd. 118 - 118
- To rescind first reading given to Bylaw No. 10994.
- 3.2.2 Bylaw No. 11020 (Z14-0026) - 1280 Glenmore Road, 561655 BC Ltd. 119 - 119
- To give Bylaw No. 11020 first reading.
- 3.3 Rezoning Application No. Z14-0035 - 2271 Harvey Avenue, Orchard Park Shopping Centre Holdings Inc. 120 - 125
- To consider a proposal to rezone a portion of the subject property to allow for licensed manufacturers of liquor to sell products and offer samples at the Kelowna Farmers' and Crafters' Market.
- 3.3.1 Bylaw No. 11021 (Z14-0035) - 2271 Harvey Avenue, Orchard Park Shopping Centre Holdings Ltd. 126 - 127
- To give Bylaw No. 11021 first reading.
- 3.4 Rezoning Application No. Z14-0029 - 801 Francis Avenue, D Squared Enterprises Inc. 128 - 136
- To rezone the subject property to RU2 - Medium Lot Housing and RU6 - Two Dwelling Housing to allow for a two lot subdivision.
- 3.4.1 Bylaw No. 11019 (Z14-0029) - 801 Francis Avenue, D Squared Enterprises Inc. 137 - 138
- To give Bylaw No. 11019 first reading.
- 3.5 Official Community Plan Bylaw Amendment Application No. OCP14-0022 and Rezoning Application No. Z14-0047 - 984 Dehart Road, Sherwood Mission Developments & Dr. Alexander Rezansoff 139 - 219
- The applicant is proposing to rezone a portion of the land from the A1 - Agriculture 1 zone to the RU1 - Large Lot Housing zone and RU2 - Medium Lot Housing zone to facilitate a future 110 lot residential subdivision. The proposal also requires an OCP amendment to extend the Single/Two Unit Residential (S2RES) future land use designation north into the area designated for Multi-Unit Residential - Low Density (MRL).
- 3.5.1 Bylaw No. 11017 (OCP14-0022) - 984 Dehart Road, Sherwood Mission Developments Ltd. & Dr. Alexander Rezansoff 220 - 221
- Requires a majority of all members of Council (5).**

To give Bylaw No. 11017 first reading.

- 3.5.2 Bylaw No. 11018 (Z14-0047) - 984 Dehart Road, Sherwood Mission Developments Ltd. & Dr. Alexander Rezanoff 222 - 223

To give Bylaw No. 11018 first reading.

4. Bylaws for Adoption (Development Related)

- 4.1 Bylaw No. 10832 (OCP13-0002) - 1760, 2025 & 2137 Quail Ridge Boulevard, Pier Mac Petroleum Installation Ltd. 224 - 227

Requires a majority of all members of Council (5).

To adopt Bylaw No. 10832 in order to change the Future Land Use designations of the subject properties from the Resource Protection Area, Commercial, Industrial and Parks & Open Space designations to the Commercial, Industrial and Parks & Open Space designations.

- 4.2 Bylaw No. 10834 (Z13-0003) - 1760, 2025 & 2137 Quail Ridge Boulevard, Pier Mac Petroleum Installation Ltd. 228 - 229

To adopt Bylaw No. 10834 in order to rezone the subject properties from the A1 - Agriculture 1, CD15 - Airport Business Park, I5 - Extraction and P3 - Parks and Open Space zones to the CD15 - Airport Business Park and P3 - Parks and Open Space zones.

5. Non-Development Reports & Related Bylaws

- 5.1 Quarterly Report 230 - 241

To provide Council with an update of the City's activities for the third quarter of 2014.

- 5.2 2015 Permissive Tax Exemption Bylaw 242 - 277

Council to consider a property tax exemption for those organizations that have met the qualification as outlined in Permissive Tax Exemption Policy #327.

- 5.2.1 Bylaw No. 11009 - 2015 Permissive Tax Exemption Bylaw 278 - 297

To give Bylaw No. 11009 first, second and third readings.

- 5.3 South Perimeter Road 298 - 302

To provide Council with an update with respect to the extension of Gordon Drive and South Perimeter Road.

- 5.4 Wine and Art Lease 303 - 361

That Council approve a lease agreement with Marni Manegre (d.b.a. Wine and Art) for a +/-1,165 s.f. commercial space in the Chapman Parkade.

5.5 Road Closure - 460 Doyle Avenue 362 - 364

To close a portion of lane adjacent to 460 Doyle Avenue for consolidation with 460 Doyle Avenue to be leased to the Kelowna Sustainable Innovation Group for the construction of the Okanagan Centre for Innovation. To temporarily close a portion of lane adjacent to 460 Doyle Avenue to accommodate the creation of an airspace parcel above the roadway to be consolidated with 460 Doyle Avenue to be leased to the Kelowna Sustainable Innovation Group for the construction of the Okanagan Centre for Innovation.

5.5.1 Bylaw No. 11000 - Road Closure Bylaw, Portion of Lane adjacent to 460 Doyle Avenue 365 - 366

To give Bylaw No. 11000 first, second and third readings.

6. Bylaws for Adoption (Non-Development Related)

6.1 Bylaw No. 10798 - Road Closure Bylaw, Portion of Lane adjacent to 551 Glenwood Avenue 367 - 368

Mayor to invite anyone in the public gallery who deems themselves affected by the proposed road closure to come forward.

To adopt Bylaw No. 10798 in order to authorize the City to permanently close and remove the highway dedication of a portion of lane adjacent to 551 Glenwood Avenue.

7. Mayor and Councillor Items

8. Termination



City of Kelowna Regular Council Meeting Minutes

Date: Monday, September 29, 2014
Time: 1:30 pm
Location: Council Chamber
City Hall, 1435 Water Street

Members Present Mayor Walter Gray and Councillors Colin Basran, Maxine DeHart, Gail Given, Robert Hobson*, Mohini Singh, Luke Stack* and Gerry Zimmermann

Members Absent Councillor Andre Blanleil

Staff Present City Manager, Ron Mattiussi; City Clerk, Stephen Fleming; Manager, Urban Planning, Ryan Smith*; Director, Subdivision, Agriculture & Environment Services, Shelley Gambacort*; Manager, Subdivision, Agriculture & Environment Services, Todd Cashin*; Supervisor, Urban Planning, Lindsey Ganczar*; Property Manager, John Saufferer*; Manager, Strategic Land Development, Graham Hood*; Manager, Real Estate Services, Jeff Hancock*; Manager, Policy & Planning, Danielle Noble-Brandt*; Financial Projects Manager, Garry Filafilo*; Cultural Services Manager, Sandra Kochan*; Park & Landscape Planner, Barb Davidson*; and Council Recording Secretary, Arlene McClelland

(*denotes partial attendance)

1. Call to Order

Mayor Gray called the meeting to order at 1:31 p.m.

Mayor Gray advised that the meeting is open to the public and all representations to Council form part of the public record. A live audio feed is being broadcast and recorded by CastaNet and a delayed broadcast is shown on Shaw Cable.

2. Confirmation of Minutes

Moved By Councillor Zimmermann/Seconded By Councillor Basran

R670/14/09/29 THAT the Minutes of the Regular Meetings of September 15, 2014 be confirmed as circulated.

Carried

3. Public in Attendance

3.1. Paddle Centre Update

Sport & Event Development Manager, Don Backmeyer:

- Introduced Sandi Redmond

Sandi Redmond, Kelowna Paddle Centre Representative:

- Displayed a video and Power Point Presentation.
- Provided an update on activities to date and their visions for the future.
- Responded to questions from Council.

Councillor Hobson declared a conflict of interest as he has relatives living near this area and left the meeting at 1:56 p.m.

Moved By Councillor Zimmermann/Seconded By Councillor Stack

R671/14/09/29 THAT Council receive, for information, the presentation from the Kelowna Paddle Centre, dated September 29, 2014.

Carried

Council moved Item 6.5 and considered the following item next.

6. Non-Development Reports & Related Bylaws

6.5. Non Market Lease - Kelowna Outrigger Canoe Club Association

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Moved By Councillor Basran/Seconded By Councillor Stack

R672/14/09/29 THAT subject to the successful rezoning of the relevant City-owned lands, Council approve the City entering into a five (5) year Lease Agreement with the Kelowna Outrigger Canoe Club Association for the lease of 3020, 3030, 3040 and 3050 Abbott Street, with the option to renew for two (2) additional two (2) year terms, in the form attached to the Report of the Manager, Property Management, dated September 29, 2014;

AND THAT the Mayor and City Clerk be authorized to execute the Lease Agreement.

Carried

Councillor Hobson rejoined the meeting at 2:27 p.m.

4. Development Application Reports & Related Bylaws

4.1. Agricultural Land Reserve Appeal No. A14-0007 - 1185 McKenzie Road, David Sollosy & Cynthia Davis

Staff:

- Displayed a Power Point Presentation and reasons for staff non-support.
- Responded to questions from Council.

Mayor Gray invited the Applicant or Applicant's representative to come forward.

David Sollosy, Property Owner - 1185 McKenzie Road

- Owned the property since 1993.

- Spoke to the history of the property and the reasons for wanting to exclude the land from the ALR.
- Responded to questions from Council.

Moved By Councillor Basran/Seconded By Councillor Stack

R673/14/09/29 THAT Agricultural Land Reserve Appeal Application No. A14-0007 for Lot 1 Section 25 TWP 26 ODYD Plan 25343, located at 1185 McKenzie Road for an exclusion, pursuant to Section 30(1) of the Agricultural Land Commission Act, NOT be supported by Municipal Council;

AND THAT the Municipal Council directs staff to forward the subject application to the Agricultural Land Commission for consideration.

Carried
Mayor Gray - Opposed

4.2. Agricultural Land Reserve Appeal No. A14-0008 - 1670 DeHart Road, Jane Hatch

Staff:

- Displayed a Power Point Presentation summarizing the application.

Moved By Councillor Zimmermann/Seconded By Councillor DeHart

R674/14/09/29 THAT Agricultural Land Reserve Appeal Application No. A14-0008 for Lot B Section 5 TWP 26 ODYD Plan 32728 except Plan KAP75345, located at 1670 Dehart Road for a subdivision and non-farm use, pursuant to Section 21 (2) and Section 20 (3) of the Agricultural Land Commission Act, be supported by Municipal Council;

AND THAT the Municipal Council directs staff to forward the subject application to the Agricultural Land Commission for consideration.

Carried

4.3. Text Amendment No. TA14-0017 - Norr Architects Planners, Bryce Tupper

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Moved By Councillor Hobson/Seconded By Councillor Singh

R675/14/09/29 THAT Zoning Bylaw Text Amendment No. TA14-0017 to amend City of Kelowna Zoning Bylaw No. 8000 by replacing Schedule "B" - Comprehensive Development Zones CD18 - Vintage Landing Comprehensive Resort Development Zone with a renamed/revised CD18 - McKinley Beach Comprehensive Resort Development as outlined in Schedule "A" of the report from the Subdivision, Agriculture & Environment Department dated September 29, 2014, be considered by Council;

AND THAT the Text Amendment Bylaw be forwarded to a Public Hearing for further consideration.

Carried

4.3.1. Bylaw No. 11012 (TA14-0017) - Vintage Landing Comprehensive Resort Development

Moved By Councillor Stack/Seconded By Councillor Given

R676/14/09/29 THAT Bylaw No. 11012 be read a first time.

Carried

4.4. Official Community Plan Amendment Application No. OCP14-0013 & Rezoning Application No. Z14-0027 - 310 & 320 Strathcona Avenue, Meiklejohn Architects

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Moved By Councillor Basran/Seconded By Councillor Zimmermann

R677/14/09/29 THAT Official Community Plan Bylaw Amendment No. OCP14-0013 to amend Map 19.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500 by changing the Future Land Use designation of Lot 22, District Lot 14, ODYD, Plan 535 Except Plan KAP81038, located at 310 Strathcona Avenue and Lot 21, District Lot 14, ODYD, Plan 535, located at 320 Strathcona Avenue from Educational / Major Institutional to Health District, as shown on Map "A" attached to the Report of the Land Use Management Department dated September 29th, 2014, be considered by Council;

AND THAT Council considers the applicant's July 29th, 2014 Public Information Meeting as outlined in the attached summary report to be appropriate consultation for the purpose of Section 879 of the Local Government Act, as outlined in the Report of the Land Use Management Department dated September 29th, 2014;

AND THAT Rezoning Application No. Z14-0027 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 22, District Lot 14, ODYD, Plan 535 Except Plan KAP81038, located at 310 Strathcona Avenue from RU1 - Large Lot Housing to HD2 - Hospital and Health Support Services and Lot 21, District Lot 14, ODYD, Plan 535, located at 320 Strathcona Avenue from P1 - Major Institutional to HD2 - Hospital and Health Support Services be considered by Council;

AND THAT the Official Community Plan Bylaw Amendment and the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered in conjunction with Council's consideration of a Heritage Alteration Permit on the subject properties;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the submission of a plan of subdivision to consolidate the properties.

4.4.1. Bylaw No. 11005 (OCP14-0013) - 310 and 320 Strathcona Avenue, Dr. Heather Martin Inc. and City of Kelowna

Moved By Councillor Stack/Seconded By Councillor Given

R678/14/09/29 THAT Bylaw No. 11005 be read a first time;

AND THAT the bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

4.4.2. Bylaw No. 11006 (Z14-0027) - 310 and 320 Strathcona Avenue, Dr. Heather Martin Inc. and City of Kelowna

Moved By Councillor Given/Seconded By Councillor Stack

R679/14/09/29 THAT Bylaw No. 11006 be read a first time.

Carried

Councillor Stack left the meeting at 3:17 p.m.

4.5. Rezoning Application No. Z13-0044 - City Parks, City of Kelowna

Staff:

- Displayed a Power Point Presentation summarizing the application.

Moved By Councillor Hobson/Seconded By Councillor Singh

R680/14/09/29 THAT Rezoning Application No. Z13-0044 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of those parcels or portions thereof listed in Table "A" attached to the Report of the Urban Planning Department dated September 12, 2014, from the RR1 - Rural Residential 1, RR3 - Rural Residential 3, RU1 - Large Lot Housing, RU2 - Medium Lot Housing, RU2h - Medium Lot Housing (Hillside Area), RU6 - Two Dwelling Housing, RM2 - Low Density Row Housing, RM3 - Low Density Multiple Housing, RM5 - Medium Density Multiple Housing, P1 - Major Institutional, P2 - Education and Minor Institutional, I3 - Heavy Industrial, I4 - Central Industrial, and A1 - Agriculture 1 zones to the P3 - Major Park / Open Space zone, as shown on Map "B" 1 through 15 attached to the Report of the Urban Planning Department dated September 12, 2014, be considered by Council;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction.

Carried

4.5.1. Bylaw No. 11014 - Various Addresses, City of Kelowna

Moved By Councillor Given/Seconded By Councillor Zimmermann

R681/14/09/29 THAT Bylaw No. 11014 be read a first time.

Carried

4.6. Text Amendment No. TA14-0016 - Health District Amendments

Staff:

- Displayed a Power Point Presentation summarizing the application.

Moved By Councillor Hobson/Seconded By Councillor Zimmermann

R682/14/09/29 THAT Zoning Bylaw Text Amendment No. TA14-0016 to amend City of Kelowna Zoning Bylaw No. 8000, by removing definitions for Health Services,

Supportive Housing, Major and Supportive Housing, Minor in Section 2; removing the Level 2 landscape buffer and revising Table 7.1 - Minimum Landscape Buffer Treatment Levels Schedule in Section 7; revising Table 8.1 - Parking Schedule in Section 8; and amending the HD2 - Hospital and Health Support Services regulations and HD3 - Health Services Transitional regulations in Section 17, as outlined in the Report of the Policy & Planning Department dated September 16, 2014, be considered by Council;

AND THAT the Text Amendment Bylaw be forwarded to a Public Hearing for further consideration.

Carried

4.6.1. Bylaw No. 10997 (TA14-0016) - Amendments to Health District Zone in the City of Kelowna Zoning Bylaw No. 8000

Moved By Councillor Zimmermann/Seconded By Councillor Given

R683/14/09/29 THAT Bylaw No. 10997 be read a first time.

Carried

4.7. Text Amendment No. TA14-0018 - City of Kelowna

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Moved By Councillor DeHart/Seconded By Councillor Singh

R684/14/09/29 THAT Zoning Bylaw Text Amendment No. TA14-0018 to amend Section 16.1.3 of City of Kelowna Zoning Bylaw No. 8000 as outlined in the report from Urban Planning dated September 13, 2014 be considered by Council;

AND THAT the Text Amendment Bylaw be forwarded to a Public Hearing for further consideration.

Carried

4.7.1. Bylaw No. 11013 (TA14-0018) - Amendments to the Zoning Bylaw No. 8000 - Section 16 - Public and Institutional Zones

Moved By Councillor Given/Seconded By Councillor Zimmermann

R685/14/09/29 THAT Bylaw No. 11013 be read a first time.

Carried

4.8. Rezoning Application No. Z14-0030 - 519-539 Truswell Road, GTA Architecture

Staff:

- Displayed a Power Point Presentation and responded to questions from Council.

Moved By Councillor Given/Seconded By Councillor DeHart

R686/14/09/29 THAT Rezoning Application No. Z14-0030 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lots 1 and 2, Section 1, Township 25, ODYD, Plan 13317 and Lot 1 Section 1, Township 25, ODYD Plan KAP91725, located on 519,529 and 539 Truswell Road, Kelowna, BC from the RU1

- Large Lot Housing zone to the C9 - Tourist Commercial zone, be considered by Council;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered in conjunction with Council's consideration of a Development Permit and Development Variance Permit for the subject property;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction.

Carried

4.8.1. Bylaw No. 11015 (Z14-0030) - 519, 529 and 539 Truswell Road, MKS Resources Inc.

Moved By Councillor Zimmermann/Seconded By Councillor Given

R687/14/09/29 THAT Bylaw No. 11015 be read a first time.

Carried

4.9. Rezoning Application No. Z12-0046 - 1350 St. Paul Street, Joseph Higgins

Staff:

- Displayed a Power Point Presentation summarizing the application.

Moved By Councillor Hobson/Seconded By Councillor Zimmermann

R688/14/09/29 THAT in accordance with Development Application Procedures Bylaw No. 10540, the deadline for the adoption of Zone Amending Bylaw No. 10757, for Lot 1, D.L. 139, ODYD, Plan KAP68461 located on 1350 St Paul Street, Kelowna, BC, be extended from October 2, 2014 to February 2, 2015;

AND THAT Council direct staff not to accept any further extension requests.

Carried

4.10. Development Permit Application No. DP14-0152 - 505 Doyle Avenue, David Roche (Bentall Kennedy)

Staff:

- Displayed a Power Point Presentation summarizing the application.

Moved By Councillor Basran/Seconded By Councillor Given

R689/14/09/29 THAT Council authorizes the issuance of Development Permit No. DP14-0152 for Lot A, District Lot 139, ODYD Plan EPP25652 located at 505 Doyle Avenue, Kelowna, BC subject to the following:

1. The dimensions and siting of the building to be constructed on the land be in general accordance with Schedule "A";
2. The exterior design and finish of the building to be constructed on the land be in general accordance with Schedule "B";

3. Landscaping to be provided on the land be in general accordance with Schedule "C";
4. The applicant be required to post with the City, a Landscape Performance Security deposit in the form of a "Letter of Credit" in the amount of 125% of the estimated value of the landscaping, as determined by a professional landscaper; and
5. Requirements of the Ministry of Transportation and Infrastructure being completed to their satisfaction;

AND FURTHER THAT the applicant be required to complete the above-noted conditions within 180 days of Council's approval of the Development Permit Application in order for the permit to be issued.

Carried

4.11. Official Community Plan Amendment No. OCP14-0012 and Rezoning Application No. Z14-0025 - 1650 KLO Road, Danco Developments Ltd.

4.11.1. Bylaw No. 11007 - 1650 KLO Road, Danco Developments Ltd.

Moved By Councillor Basran/Seconded By Councillor Singh

R690/14/09/29 THAT Bylaw No. 11007 be read a first time;

AND THAT the bylaw has been considered in conjunction with the City's Financial Plan and Waste Management Plan.

Carried

4.11.2. Bylaw No. 11008 - 1650 KLO Road, Danco Developments Ltd.

Moved By Councillor Singh/Seconded By Councillor Basran

R691/14/09/29 THAT Bylaw No. 11008 be read a first time.

Carried

5. Bylaws for Adoption (Development Related)

5.1. Bylaw No. 10833 (TA13-0004) - Pier Mac Petroleum Installation Ltd. - 1760, 2025 and 2137 Quail Ridge Boulevard

Moved By Councillor Given/Seconded By Councillor Zimmermann

R692/14/09/29 THAT Bylaw No. 10833 be adopted.

Carried

5.2. Bylaw No. 10989 (Z14-0017) - Comfortcrafted Homes Inc. - 815 Juniper Road

Moved By Councillor Basran/Seconded By Councillor Stack

R693/14/09/29 THAT Bylaw No. 10989 be adopted.

Carried

5.3. Bylaw No. 10995 (TA14-0009) - Amendment to Zoning Bylaw No. 8000 - Boat Signage Definition

Moved By Councillor Singh/Seconded By Councillor Basran

R694/14/09/29 THAT Bylaw No. 10995 be adopted.

Carried

5.4. Bylaw No. 10856 (OCP13-0005) - 1982 Kane Road, Raisanen Construction Ltd

Moved By Councillor Basran/Seconded By Councillor Hobson

R695/14/09/29 THAT Bylaw No. 10856 be adopted.

Carried

5.5. Bylaw No. 10857 (Z13-0006) - 1982 Kane Road, Raisanen Construction Ltd.

Moved By Councillor Basran/Seconded By Councillor Hobson

R696/14/09/29 THAT Bylaw No. 10857 be adopted.

Carried

6. Non-Development Reports & Related Bylaws

6.1. Memorandum of Understanding - Grant for French Library Material

Moved By Councillor Zimmermann/Seconded By Councillor Given

R697/14/09/29 THAT Council Approve the City entering into the Memorandum of Understanding with the Province of British Columbia, Intergovernmental Relations Secretariat, Francophone Affairs Program (FAP) on behalf of the Okanagan Regional Library in the form attached to this Report dated September 15, 2014;

AND THAT Council authorizes the Financial Services Director to execute the Memorandum.

Carried

6.2. Overview of 2015 Arts, Culture & Heritage Grants

Moved By Councillor Hobson/Seconded By Councillor Singh

R698/14/09/29 THAT Council receives, for information, the overview of the Arts, Culture & Heritage Operating Grants, the Arts, Culture & Heritage Project Grants and the Community Public Art Grants for 2015 as contained in the report dated September 29, 2014 from the Cultural Services Manager;

AND THAT Council approves the guidelines for the 2015 Arts, Culture & Heritage Operating Grants, the 2015 Arts, Culture & Heritage Project Grants and the 2015 Community Public Art Grants as recommended in the report dated September 29, 2014 from the Cultural Services Manager;

AND FURTHER THAT Council directs staff to provide, for information, a list of the 2015 recipients in each grant program, as well as a summary of achievements, benefits and impact arising from grants awarded in these programs in 2014.

Carried

6.3. Gillard Mountain Biking Trail Network

Moved By Councillor Zimmerman/Seconded By Councillor Basran

R699/14/09/29 THAT Council receives for information, the report from the Park Planner dated September 19, 2014 with respect to the Gillard Mountain Biking Trail network;

AND THAT the Mayor is authorized to send a letter to the Provincial Minister of Forests, Lands and Natural Resource Operations in support of the Mountain Bikers of the Central Okanagan's Section 57 Application to legalize the Gillard Mountain Biking Trail network.

Carried

6.4. Fortune Marketing Lease

Staff:

- Displayed a Power Point Presentation summarizing the commercial lease details.

Moved By Councillor Singh/Seconded By Councillor DeHart

R700/14/09/29 THAT Council approve the City entering into a five (5) year commercial lease with Fortune Marketing Inc., with the option to renew for an additional five (5) year term, in the form attached as Schedule A to the Report of the Manager, Property Management, dated September 29, 2014;

AND THAT the Mayor and City Clerk be authorized to execute the agreement.

Carried

Item 6.5 was moved forward to follow Item 3.1

6.6. Proposed Road Closure - Portion of Lane Adjacent to 551 Glenwood Avenue

Moved By Councillor Basran/Seconded By Councillor Hobson

R701/14/09/29 THAT Council receives the Report from the Manager, Real Estate Services dated September 29, 2014, recommending that Council adopt the proposed closure of a portion of lane adjacent to 551 Glenwood Avenue;

AND THAT Bylaw No. 10798, being proposed closure of a portion of lane adjacent to 551 Glenwood Avenue, be given reading consideration.

Carried

6.6.1. Bylaw No. 10798 - Road Closure Bylaw - Portions of Lane adjacent to 551 Glenwood Avenue

Moved By Councillor Basran/Seconded By Councillor Hobson

R702/14/09/29 THAT Bylaw No. 10798 be read a first, second and third time.

Carried

7. Bylaws for Adoption (Non-Development Related)

7.1. Bylaw No. 10932 - Road Closure Bylaw and Removal of Highway Dedication Bylaw - Portion of Laneway between St. Paul and Richter Streets

Moved By Councillor Hobson/Seconded By Councillor Basran

R703/14/09/29 THAT Bylaw No. 10932 be adopted.

Carried

8. Mayor and Councillor Items

Councillor Given:

- Spoke to her attendance at last week's UBCM Convention.

Councillor DeHart:

- Spoke to her attendance at last week's UBCM Convention.

Councillor Basran:

- Spoke to his attendance at the 25th Anniversary of Society of Hope celebrations.
- Acknowledged the new left hand turn signals being installed at three major intersections along Highway 97.

Councillor Hobson:

- Spoke to his attendance at last week's UBCM Convention.
- Referred to his earlier press release confirming his retirement from Municipal politics and his intentions to not run in the upcoming Municipal election.

Mayor Gray:

- Spoke to his attendance at last week's UBCM Convention and the City of Kelowna receiving a 2014 "Open for Business Award" for the second year running.

9. Termination

This meeting was declared terminated at 4:22 p.m.

Mayor

/acm

City Clerk

REPORT TO COUNCIL



Date: 10/21/2014
RIM No. 1250-30
To: City Manager
From: Urban Planning Department (AW)
Application: TA14-0004 / Z12-0056 **Owner:** RG Properties Ltd.
Address: 1755 Capri St, 1835 Gordon Dr & 1171 Harvey Avenue **Applicant:** Dialog
Subject: Text Amendment / Rezoning Applications
Existing OCP Designation: Commercial & Mixed Use (Commercial / Residential)
Existing Zones: C4LP, C4LR & C4 - Urban Centre Commercial
Proposed Zone: CD25 - Capri Centre Comprehensive Development Zone

1.0 Recommendation

THAT Text Amendment No. TA14-0004 to add the proposed CD25 - Capri Centre Comprehensive Development zone to Zoning Bylaw No. 8000 as outlined in Schedule "A" of the Report of the Urban Planning Department dated October 21st, 2014 be considered by Council;

AND THAT Rezoning Application No. Z12-0056 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot A, D.L. 137, ODYD, Plan KAP64836, located at 1835 Gordon Drive; Lot B, D.L. 137, ODYD, Plan KAP64836, located at 1171 Harvey Avenue, Lot C, D.L. 137, ODYD, Plan KAP64836, located at 1755 Capri Street Kelowna B.C. from C4 - Urban Centre Commercial, C4rls - Urban Centre Commercial (Retail Liquor Sales) and C4lp - Urban Centre Commercial (Liquor Primary) to CD25 Capri Comprehensive Development Zone be considered by Council;

AND THAT the Text Amendment Bylaw and the Zone Amendment Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT Bylaw No. 10999 being Amendment No. 22 to Sign Bylaw No. 8235 be forwarded for reading consideration

AND THAT final adoption of the Zone Amending Bylaw be considered in conjunction with Council's consideration of a Development Permit for the design guidelines on the subject properties;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of Fortis BC Electric being completed to their satisfaction;

2.0 Purpose

To consider a Text Amendment to add the proposed CD25 - Capri Centre Comprehensive Development zone to Zoning Bylaw No. 8000. Accordingly, the applicant is proposing that the subject properties be rezoned to the newly created CD25 zone in order to accommodate the development of a large scale, mixed-use development project. An overarching Form and Character Development Permit for the entire site will be forwarded to Council at a later date.

3.0 Urban Planning

The applicant has advanced a comprehensively planned development for the 'Capri Mall' properties. There are a number of elements that will benefit this Urban Centre, while there are also a few components that do not fit within current City policy. The benefits of the project include the comprehensive planning of the subject properties, design guidelines ensuring consistency and quality, a range of housing options, maintaining the existing commercial areas at a minimum, a Transit Oriented Development, and a public park feature with a skating rink. The components that do not fit within the current policy and regulatory framework are related to the increased height and densities being requested by the applicant. On balance, Staff are supportive of the proposed development concept as it fulfils the Urban Centre objectives and creates a true Transit Oriented form of Development (TOD).

Land Use

The proposed land uses are consistent with the C4 zone and fit within the Urban Centre location. This proposal includes significant hotel, apartment hotel and retail commercial uses in addition to the multiple family residential units. Staff worked with the applicant ensure that at a minimum an equal amount of commercial space is provided as exists today (approximately 18,581m²) to ensure that the Capri Urban Centre retains its vibrancy as an important commercial district. While ensuring that a significant commercial component is retained the applicant is also proposing apartment and ground oriented housing units on the south end of the site.

Height

The main impact of the proposal is an overall increase in density and height over the balance of the site. The OCP supports structures up to 12 stories in height upon consideration of a comprehensive development plan. The development scheme results in a height transition from 6 storeys at Harvey Avenue stepping up to a maximum of 22 storeys adjacent to Sutherland Avenue at the south end of the site. The tallest building will be 26 storeys which is shown at the centre of the site. While height has persisted as the principle discussion item, the evolution of the development concept has successfully addressed the transition of height from north to south with the tallest structure in the core of the property. The proposed height is higher than anticipated but by allowing higher structures more publicly accessible open space can be created at grade.

Density

Under the C4 zone the subject properties could be built out with an FAR of 2.35 with underground parking, at grade plaza space & green roofs. The proposal contemplates and FAR of 2.60 and is requesting a 0.25 FAR bonus. This equals approximately 19,788m² of additional developable floor area. In total, the applicant anticipates building approximately 179,817m², with 22,297m² of commercial space and 157,520m² of residential space.

Public Consultation

The applicant hosted a Public Information Meeting on November 13th, 2013 in accordance with *Council Policy #367 Public Notification & Consultation for Development Applications*.

Transit & Transportation Details

The applicant worked with BC Transit and City Staff to secure land for the BRT station at Harvey Avenue. This will help the Capri become a transit oriented form of development with connections to the BRT network and the new Gordon Drive Rapid Bus network, which will have a Capri Mall stop with a pull out on Gordon Drive near Harvey Avenue. The subject properties also front onto the future Sutherland Avenue multi-modal corridor, the applicant will be dedicating land and building a portion of this future corridor from Gordon Drive to Burtch Road along their property frontage.

Open Space

The entire road network will be maintained by the developer and they have committed to creating high quality pedestrian streetscapes throughout the project. They will be securing various types of open space during different phases of the project. In the end the applicant has committed to creating a pedestrian oriented connection between the Harvey Avenue BRT Station and the Gordon Drive Rapid bus stop. The main public open space (5,000m²) will be located in the core of the property and will include an outdoor skating rink which can be converted to other uses outside of winter. A pocket park is also planned for the corner of Gordon Drive & Sutherland Avenue. Public Access to these developments will be secured via Statutory Right of Way as they are built, as such the applicant will also be responsible for maintenance of these open spaces.

Overarching Site Development Permit - Form & Character

The applicant has proposed underground parking for a significant portion of the development, while underground parking in Kelowna can be challenging the owner has indicated that the scale of the project will make it a feasible and an important component of the project from an urban design perspective. Design Guidelines have been created to provide assurance that the objectives and principles of the development will be incorporated, while allowing flexibility for viable and innovative development proposals. By adhering to this framework, the development team will create proposals that are consistent with the vision for the redevelopment of the 'Capri Mall' properties.

In summary, while the proposed height and form of density is a departure from the vision of OCP for this Urban Centre location, there are merits to the long-term comprehensive plan of this significant land assembly. The subject property is currently zoned C4 - Urban Centre Commercial and the City has always anticipated a comprehensive redevelopment of the Capri Mall properties. By providing a comprehensively planned development proposal there is vision for how the project will achieve full build-out in the future. Each street frontage is envisioned to become an animated and active streetscape, while the property will have a north to south height profile. The proposed housing mix will provide a variety of options for a wide demographic profile and the boutique hotel will continue to anchor the Urban Centre. Schematically, the applicant has proposed a total of 15 buildings ranging from 6 to 26 storeys in height. In exchange for the increase in both density and height, the applicant will provide a variety of publicly accessible open spaces throughout the project. With the landmark feature being an urban square that will be operated as an ice rink during winter months. Public access to these amenities will be secured through a Statutory Right of Way. The applicant has worked with Staff to reduce the negative impacts associated with the proposal and has created a development concept that will satisfy the overall Urban Centre objectives outlined in the OCP. As such, Staff are recommending positive consideration of the proposed comprehensive development.

4.0 Proposal

4.1 Project Description

The applicant has submitted the Official Community Plan amendment, Text Amendment, Rezoning, and Development Permit applications in order to move forward with the redevelopment of the Hiawatha properties, as follows:

a) Text Amendment

To add the proposed CD25 - Capri Centre Comprehensive Development zone to Zoning Bylaw No. 8000. The purpose of the CD25 zone is to formalize the comprehensively planned development that will contain a mix of residential and commercial uses.

b) Zoning

The applicant is proposing that the subject properties be rezoned from the existing C4 - Urban Centre Commercial, C4 - Urban Centre Commercial (Retail Liquor Sales) and C4 - Urban Centre Commercial (Liquor Primary) to CD25 Capri Centre Comprehensive Development zone in order to accommodate the phased development of the proposed mixed-use project.

c) Development Permit

An overarching Form and Character Development Permit will also be under consideration and will apply to the entire Capri development site. The objective of the broad DP is to provide certainty regarding the main objectives and principles of the development. By adhering to this framework, the development team will create proposals that are consistent with the vision for the comprehensively planned site. Separate Development Permits will be required for each stage of development to ensure that Staff and Council are satisfied with the final detail of each phase.

Project Overview

Redevelopment of the Capri Mall presents a noteworthy opportunity to revitalize this important Urban Centre. The main objective of the project is to transform the suburban shopping centre into a vibrant and interesting hub of activity. To satisfy this objective the project proposes a distinctive neighbourhood with connected open space, considers pedestrians as a priority, provides street level retail and includes a diversity of housing and commercial space while maintaining the existing hotel. As noted in the applicant's attached rationale the main components of the project are as follows:

Market Square

Anchored by a food store and enhanced by street related retail on two sides. The square will be open to Gordon Drive, providing an attractive location for community events such as a farmer's market. It will be distinguished by quality pavers and pedestrian-scale lights. On non-event days, the square will provide ample surface parking for surrounding retail and other neighbourhood attractions.

A Crescent on the Park

A residential neighbourhood that includes street-oriented townhouses with front and rear-yards, city-homes, and apartments. This residential area is focused around the neighbourhood park along an elegant crescent shaped street, creating a memorable residential address as well as fostering a strong connection between residents and the community park.

A Community Park

With both seasonal and year round events and activities for the public to enjoy. Opportunities include an informal summertime play space that becomes a community ice rink during the winter. The park is accented by a small retail building, which may become a cafe or restaurant.

An Urban Edge to Harvey Avenue

The new Capri Centre envisions commercial / office buildings along Harvey Avenue, with six a storey massing contemplated. These buildings will create a strong street-wall condition along Harvey Avenue, helping to define Kelowna's main thoroughfare. The Capri Centre's other edges will also contribute to a higher quality public realm through a strong street relationship and a land-use plan that fits the local context. For example, mixed-use buildings along Gordon Drive will have a similar effect on the Gordon Drive streetscape. On Capri Street, residential uses will transition to the residential neighbourhood directly to the east of the centre.

A people friendly place

The concept for the Capri Centre includes numerous pedestrian linkages and pedestrian / cyclist only pathways, helping to enhance the quality of public life for residents and visitors to this new village centre.

A mixed-use neighbourhood village centre

Although new land-uses and community amenities are contemplated for the Capri Centre, commercial uses will remain an important component of the vision. In fact, this development includes the possibility of keeping the current hotel intact and, in a phased manner, redevelop the mall and other on-site commercial uses. Phasing the development will accommodate current tenants by allowing them to stay open during construction and move into their new locations as they are built, with minimal disruption to current business.

Zoning Analysis Table

CRITERIA	CD25 ZONE	C4 Zone	C7 Zone
Development Regulations			
Floor Area Ratio	2.60	2.35 (including bonuses)	9.0
Height	26 storeys / 82m - 1 landmark building Within 40m of Harvey - 6 storeys / 22m Beyond 40m of Harvey - 22 storeys / 70m	7 storeys / 25m	44m - Zoning Bylaw OCP allows up to 76.5m (26 storeys)
Setbacks			
Harvey Ave	4.5m	3.0m	3.0
Gordon within 40m of Hwy	0.0m	0.0m	0.0m
Gordon beyond 40m of Hwy	3.0m		
Gordon within 40m of Hwy	0.0m	0.0m	0.0m
Gordon beyond 40m of Hwy	3.0m		
Sutherland Avenue	3.0m	3.0m	0.0m
Portions above 6 storeys	6.0m	N/A	3.0m
Tall Buildings			
Building Separation	Above 12 storeys - 30.0m	N/A	30.0m
Max. Floor Pate	Above 12 storeys - 650m ² Landmark bldg above 12 storeys - 692m ²	N/A	676m ²
Other Regulations			
Minimum Parking Required	1.0 per dwelling unit 1.75 per commercial space per 100m ² 1.0 per hotel unit	1.0 per dwelling unit 1.75 per 100m ² commer. 1.0 per hotel unit	1.0 per dwelling unit 1.3 per 100m ² commer. 1.0 per hotel unit

4.2 Site Context



Adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	N/A	Harvey Avenue (Hwy 97)
East	Ru6 - Two Dwelling Housing	Residential
South	C4 - Urban Centre Commercial	Commercial
West	C4, C9, P2	Various

5.0 Current Development Policies

Staff recommends that the applicant's November 13th, 2013 Public Information Meeting be considered appropriate consultation for the purpose of Section 879 of the *Local Government Act*, and that the process is sufficiently early and does not need to be further ongoing in this case. Furthermore, additional consultation with the Regional District of Central Okanagan is not required in this case.

Staff have reviewed this application and it may move forward without affecting either the City's financial plan or waste management plan.

5.1 Kelowna Official Community Plan (OCP)

5.1.1 Development Process (Chapter 5) - Considerations in Reviewing Development Applications

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Ground-Oriented Housing.² Encourage all multi-unit residential buildings in neighbourhoods with schools and parks to contain ground-oriented units with 2 or more bedrooms to provide a family housing choice within multi-unit rental or ownership markets. High density residential projects in the Downtown area are encouraged to include a ground-oriented housing component, especially where such can be provided on non-arterial and non-collector streets.'

Ensure appropriate and context sensitive built form (Objective 5.5)

Building Height (Policy .1). Locate taller buildings in the geographic centre of Urban Centres and generally decrease height moving away from the centre, to a maximum of 4 storey's at the periphery of the Urban Centres, where adjoining land is designated for single/two unit housing.

Capri/Landmark: Generally 4 storeys. Greater height (up to 12 storeys) may be supported on the Capri Shopping Centre site and in the area bordered by Dickson Avenue, Dayton Avenue, Springfield Road and Kirschner Road upon approval of a Council endorsed comprehensive development plan for the site that provides for a variety of housing types (including but not limited to ground-oriented and rental apartment housing) and the provision of commercial space that is of an amount that, at minimum, equals that which existed in 2010.

Objective 5.8 Achieve high quality urban design.

Streetscaping (Policy 2). Urban Centre roads should be considered as part of the public space and streetscaped with full amenities (i.e. sidewalks, trees and other planting, furniture, bike facilities, boulevards, etc.).

Ensure opportunities are available for greater use of active transportation and transit to: improve community health; reduce greenhouse gas emissions; and increase resilience in the face of higher energy prices (Objective 5.10)

Maximize Pedestrian / Cycling Connectivity. Require that pedestrian and cyclist movement and infrastructure be addressed in the review and approval of all City and private sector

¹ City of Kelowna Official Community Plan, Policy 5.2.3 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.23.1 (Development Process Chapter).

developments, including provision of sidewalks and trails and recognition of frequently used connections and informal pedestrian routes.

Transit Infrastructure. Require that transit service needs to be integrated into community designs and development proposals to optimize access to transit service and incorporate essential infrastructure on transit routes identified.

Active Transportation Networks. As redevelopment occurs within and around Urban Centres, seek public pathways that would complement linear parks, multi-use trails, parks, plazas, greenways or sidewalks to form continuous pedestrian and bicycle networks and/or connections between centres where possible.

6.0 Technical Comments

6.1 Building & Permitting Department

This property falls within the Mill Creek flood plain bylaw area and compliance is required. Minimum building elevations are required to be established prior to the release of the Development Permit. These concept buildings may be designed to low, which may affect the form and character of the site.

6.2 Development Engineering Department

See Attached.

6.3 Fire Department

Fire department access, fire flows, and hydrants as per the BC Building Code and City of Kelowna Subdivision Bylaw #7900. The Subdivision Bylaw requires a minimum of 150ltr/sec flow. Access to all commercial premises is not available through the required access roads. A 3-15m access to all major buildings is required as per the BC Building Code. Additional comments will be required at the building permit application.

6.4 Fortis BC (Gas)

FortisBC operates and maintains several gas mains and one gas header on the subject land that will be in the way of the new building. We have existing Rights of Way in place (plans KAP52247, KAP52248 and KAP64840) that the developer can plan around or FortisBC can relocate the highlighted sections of main as necessary at their cost.

6.5 Fortis BC (Electric)

FortisBC (electric) reviewed the attached referral and based on the information received, the developer would be subject to all the terms and conditions outlined in the Fortis Tariff for service connection and likely given the size of the development, be responsible for some cost of upgrading the electrical distribution system for extra capacity to serve the proposed needs. Upon application for power, a Fortis designer would work with the developer to determine electrical requirements and then determine what, if any, further upgrades are needed. Any changes to this application which will require further review and comment by Fortis. At present, Fortis has identified one location we presently provide service to at the northwesterly corner of the property (DeDutch restaurant) where Fortis have underground and transformer facilities which require SRW protection. (See facilities highlighted in attachments). Also noted in attachment, Fortis has recently installed new electrical facilities at the south end of these properties adjacent to Sutherland

Avenue which we have been working with Capri Mall Manager Gavin Parry and RG Properties lawyer D. McIntyre to secure SRW at this location and will require closure of this for protection of these facilities,

Prior to final approval of this application, the applicants must contact FortisBC at 1-866-436-7847 and quote their file Z12-0056, OCP12-0011, to initiate all necessary arrangements for electrical service requirements with this proposal. It is the developer's responsibility to ensure that all of FortisBC's requirements including construction fees and any SRWs that may be required for this proposal, have been addressed prior to receiving final approval.

7.0 Application Chronology

Date of Application Received:	July 25 th , 2012
Public Information Meeting:	November 13 th , 2013
TIA Endorsed by MoT:	September 19 th , 2014

Report prepared by:

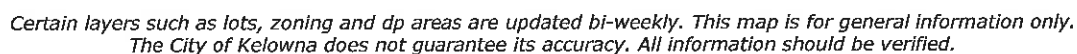
Alec Warrender

Reviewed by: ☐ Ryan Smith, Manager, Urban Planning Manager

Approved Inclusion: ☐ D. Gilchrist, Community Planning & Real Estate Divisional Director

Attachments:

Schedule 'A'
 Subject Property Map
 Project Rationale
 Proposed CD25 Zone
 Design Guidelines
 Public Information Meeting Summary
 Development Engineering Requirements



Schedule "A" - Text Amendment No. TA14-0003 - Proposed Text Amendments

Zoning Bylaw No. 8000			
No.	Section	Existing Text	Proposed Text
1	Section 1 - General Administration Section 1.3.1	Section 17 - Comprehensive Development Zones	
		CD1	Comprehensive Development One
		CD2	Kettle Valley Comprehensive Residential Development
		CD3	Comprehensive Development Three
		CD4	Comprehensive Small Lot Residential
		CD5	Multi-Purpose Facility
		CD5lp	Multi-Purpose Facility (Liquor Primary)
		CD6	Comprehensive Residential Golf Resort
		CD6lp	Comprehensive Residential Golf Resort (Liquor Primary)
		CD8	Heritage Industrial
		CD8/lp/rls	Heritage Industrial (Liquor Primary/Retail Liquor Sales)
		CD9	Heritage Commercial
		CD10	Heritage Cultural
		CD12	Airport
		CD12lp/rls	Airport (Liquor Primary/Retail Liquor Sales)
		CD14	Comprehensive High Tech Business Campus
		CD15	Airport Business Park
		CD16	Bingo and Gaming
		CD17	Mixed Use Commercial - High Density
		CD18	Vintage Landing Comprehensive Resort Development
		CD20	Comprehensive University Development
		CD21	(Intentionally Blank)
		CD22	Central Green Comprehensive Development
		CD23	(Intentionally Blank)
		CD24	Comprehensive Development Zone 24
		2	Table 7.1 Minimum Landscape Buffer Treatment Schedule
C1, C2, C3, C4, C5, C6, C7, C8, C9, C2rls, C3lp, C3rls, C3lp/rls, C4lp, C4rls, C4lp/rls, C6lp, C6rls, C6lp/rls, C7lp, C7rls, C7lp/rls, C8lp, C9lp, C9rls, C9lp/rls, C10, C10lp, C10rls, C10lp/rls, CD22 Sub-Areas A&B , CD24 Sub Area A	C1, C2, C3, C4, C5, C6, C7, C8, C9, C2rls, C3lp, C3rls, C3lp/rls, C4lp, C4rls, C4lp/rls, C6lp, C6rls, C6lp/rls, C7lp, C7rls, C7lp/rls, C8lp, C9lp, C9rls, C9lp/rls, C10, C10lp, C10rls, C10lp/rls, CD22 Sub-Areas A&B , CD24 Sub Area A, CD25		
Sign Bylaw No. 8235			
No.	Section	Existing Text	Proposed Text
1	Section 6.1	Major Commercial (C3, C4, C6, C7, C8, CD22 Sub-Areas A&B and CD24 Sub Area A)*	Major Commercial (C3, C4, C6, C7, C8, CD22 Sub-Areas A&B and CD24 Sub Area A, CD25)*

September 12, 2014

DIALOG

Mayor and Council
(care of Alec Warrender, Urban Planning)
City of Kelowna
1435 Water Street
Kelowna, BC V1Y 1J4

Dear Alec,

On behalf of RG Properties, we are pleased to have developed and submitted the Capri Centre Rezoning Application. This application represents years of effort and reflects input from our team of architects, urban planners, transportation planners, landscape architects, geotechnical engineers, property development specialists, the Kelowna community, the Ministry of Transportation and Infrastructure, BC Transit, and Kelowna City staff. Broadly consistent with Kelowna's OCP, this proposal for a vibrant, mixed-use community is located in one of Kelowna's designated Urban Centre Areas and along Kelowna's major transit corridor. The project will positively contribute to Kelowna by offering a vibrant and exciting new mixed-use village centre.

The application seeks to create zoning which will allow for the re-envisioning of the suburban style mall and hotel into a vibrant and interesting hub of activity. To meet this objective, the development will create a distinctive neighbourhood with connected open space, consider pedestrians as a priority, provide street related retail, and include a diversity of housing typologies while possibly maintaining the existing hotel function currently on-site.

The Capri Centre concept plan was developed through the following guiding principles:

1. A Distinctive Neighbourhood;
2. Connected Open Space;
3. Pedestrian Priority;
4. Street Related Retail;
5. A Diversity Of Housing Types;
6. Memorable Place Making;
7. Seasonal Excitement;
8. Year-Round Activities;
9. A Phased Development;
10. A Sustainable Place.

Highlights of the concept include:

- **A MARKET SQUARE:** anchored by a food store and enhanced by street related retail on two sides. The square will be open to Gordon Drive, providing an attractive location for community events such as a farmer's market. It will be distinguished by quality pavers and pedestrian-scale lights. On non-event days, the square will provide ample surface parking for surrounding retail and other neighbourhood attractions.
- **A CRESCENT ON THE PARK:** a residential neighbourhood that includes street-oriented townhouses with front and rear-yards, city-homes, and apartments. This residential area is focused around the neighbourhood park along an elegant crescent shaped street, creating a memorable residential address as well as fostering a strong connection between residents and the community park.
- **A COMMUNITY PARK:** with both seasonal and year round events and activities for the public to enjoy. Opportunities include an informal summertime play space that becomes a community ice rink during the winter. The park is accented by a small retail building, which may become a cafe or restaurant.
- **AN URBAN EDGE TO HARVEY AVENUE:** the new Capri Centre envisions mixed-use buildings along Harvey Avenue, with lower level retail or office uses and residential uses above. These buildings will create a strong street-wall condition along Harvey Avenue, helping to define Kelowna's main thoroughfare. The Capri Centre's other edges will also contribute to a higher quality public realm through a strong street relationship and a land-use plan that fits the local context. For example, mixed-use buildings along Gordon Drive will have a similar effect on the Gordon Drive streetscape. On Capri Street, residential uses will compliment the residential neighbourhood directly to the east of the centre.
- **A PEOPLE FRIENDLY PLACE:** the concept for the Capri Centre includes numerous pedestrian linkages and pedestrian / cyclist only pathways, helping to enhance the quality of public life for resident's and visitors to this new village centre.

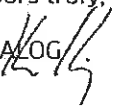
- **A MIXED-USE NEIGHBOURHOOD VILLAGE CENTRE:** Although new land-uses and community amenities are proposed for the Capri Centre, commercial uses will remain an important component of the vision. In fact, this development includes the possibility of keeping the current hotel intact and, in a phased manner, redevelop the mall and other on-site commercial uses. Phasing the development will accommodate current tenants by allowing them to stay open during construction and move into their new locations as they are built, with minimal disruption to current business.

For references, we have attached to this letter a series of graphics and diagrams to help illustrate the application. These include:

1. "The Capri Centre in Context" which illustrates the site location within the context of the City of Kelowna, the OCP, and the Bus Rapid Transit corridor along Harvey Avenue.
2. The Capri Centre Vision
3. Circulation
4. Renderings / Overview of Community Benefits.

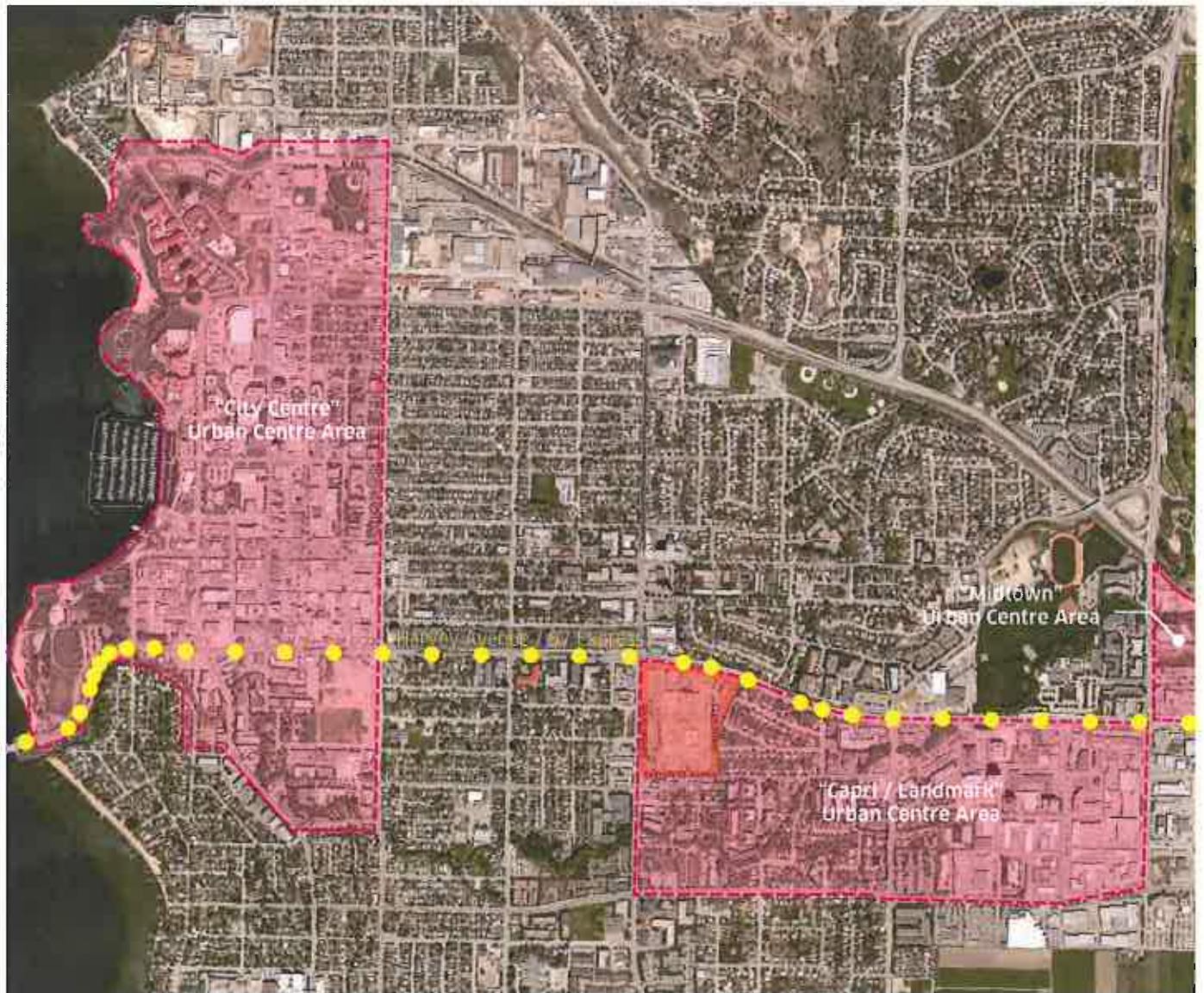
We would be pleased to further articulate the Capri Centre Vision and answer any questions you may have regarding the proposal.

Yours truly,

DIALOG 

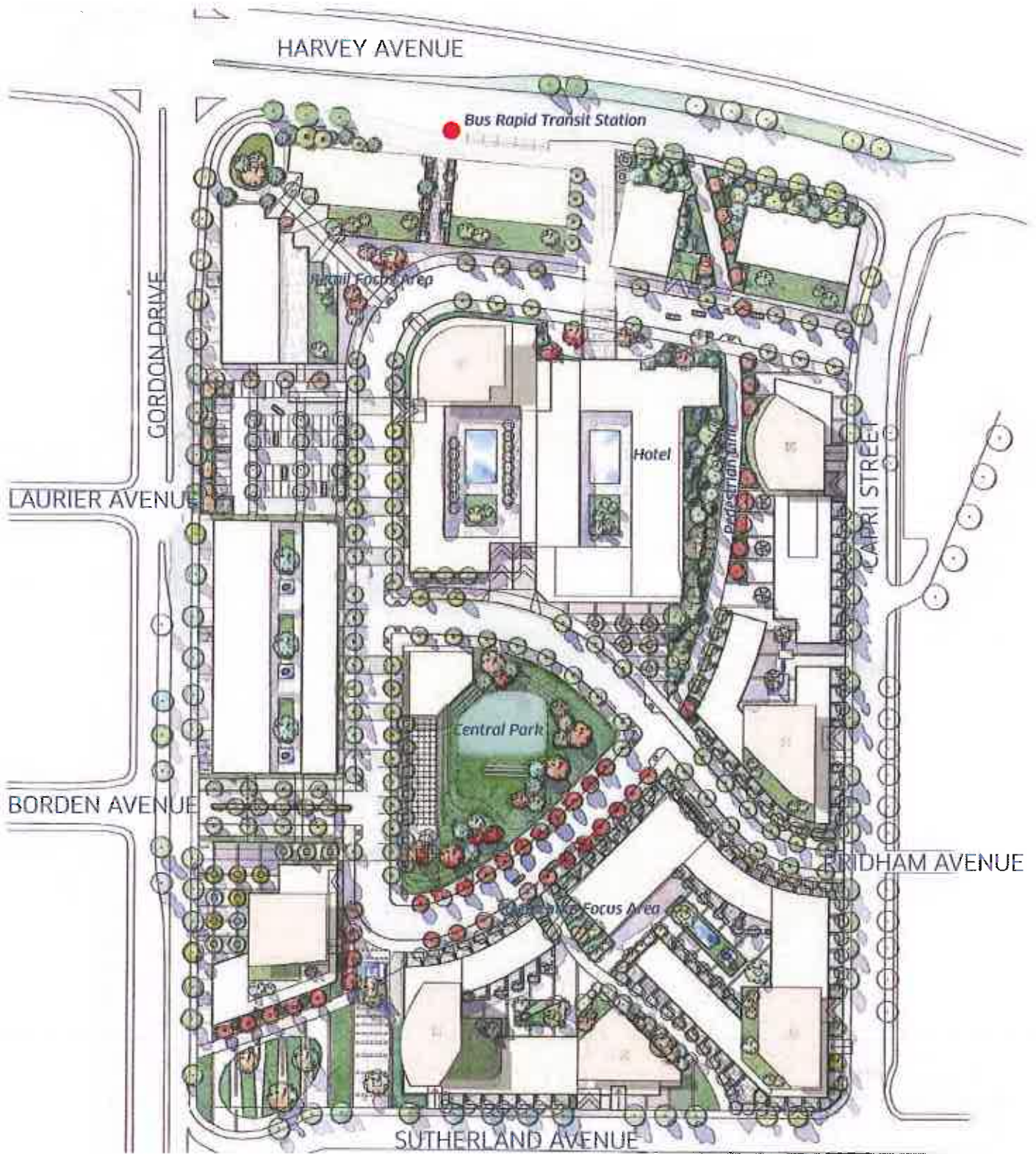
Kevin King
Urban Planner

Attachment 1: The Capri Centre in Context



The Capri Centre is located in an area described as the "Capri Centre / Landmark Urban Centre Area" in Kelowna's OCP along Kelowna's major transit route (shown in yellow dots).

Attachment 2: The Capri Centre Vision



Attachment 3: Circulation



A key tenet of the proposed redevelopment is to include a variety of pedestrian access points and circulation routes in addition to generous sidewalks provided along vehicular streets. The plan above outlines these paths, linkages, and passages within the site relative to the illustrative concept plan. The actual linkages and their locations may ultimately vary, but conceptually illustrate the intention of developing a strong and accessible pedestrian/ cyclist network with a high level of connectivity to the surrounding neighbourhood.

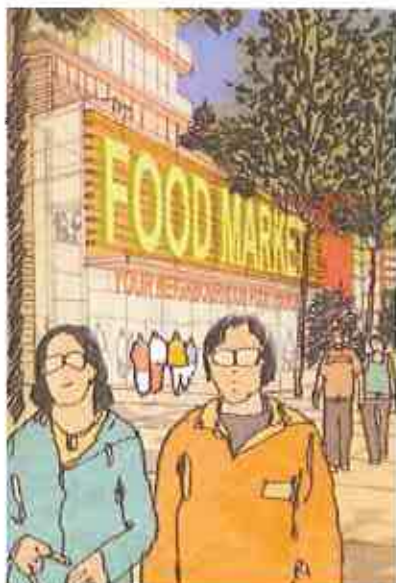
Attachment 4: Renderings / Overview of Community Benefits



An outdoor community ice rink that is convertible to other uses outside of winter will enhance community life in and around the Capri Centre neighbourhood.



Linkages and pathways ensure that the site is permeable for pedestrians and cyclists and connects well with the surrounding community.



A mix-of-uses contribute to the vibrancy and sustainability of this neighbourhood village centre. Additionally, a development model with sufficient density and variety of uses enable enhanced transit service and minimize the need for daily trips outside of the neighbourhood.

Capri Centre Zoning Bylaw
August 1, 2014

1.1 Purpose

The purpose is to provide the framework for the existing uses and for the redevelopment and use of the Capri Centre in stages, over time, with a mixture of commercial and residential uses that serve more than one neighbourhood.

1.2 Capri Centre Lands

The Capri Centre Lands consist of 3 legal lots as shown in Figure 1.2. Character-area designations indicated in Annexure "1" are for the purpose of the application of guidelines only. The application of the zoning regulations applies for all areas within the Capri Centre Lands irrespective of character area.

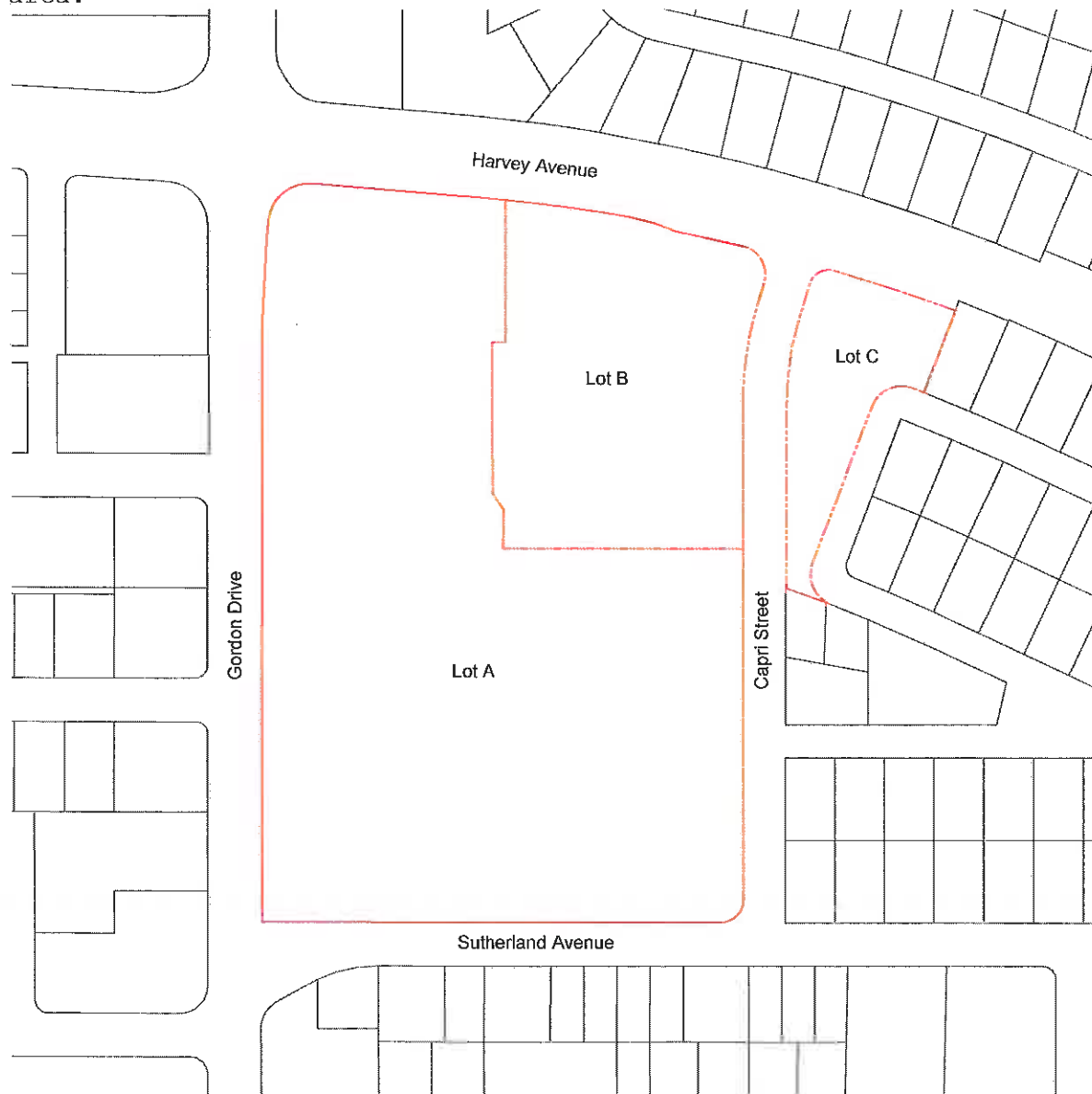


Figure 1.2: Capri Centre Lands

1.3 Design Guidelines

The CD 25 - Capri Comprehensive Development 25 Zone has been designated as a Development Permit Area by "Kelowna 2030 - Official Community Plan Bylaw No. 10500" for the purpose of guiding the form and character of development. The guidelines applicable to the CD 25 - Capri Comprehensive Development 25 Zone are annexed to this Bylaw as Annexure "1" and entitled "CD 25 Development Area Guidelines."

1.4 Principal Uses

Principal uses in this zone are:

- (a) amusement arcades, major
- (b) animal clinics, minor
- (c) apartment hotels
- (d) apartment housing
- (e) boarding or lodging houses
- (f) business support services
- (g) care centres, major
- (h) Child Care
- (i) commercial schools
- (j) commercial use
- (k) congregate housing
- (l) emergency and protective services
- (m) financial services
- (n) food primary establishment
- (o) gas bars
- (p) government services
- (q) group homes, major
- (r) health services
- (s) hotels
- (t) insurance services
- (u) liquor primary establishment, major
- (v) liquor primary establishment, minor
- (w) non-accessory parking
- (x) offices
- (y) participant recreation services, indoor
- (z) personal service establishments
- (aa) private clubs
- (bb) public education services
- (cc) public libraries and cultural exhibits
- (dd) recycled materials drop-off centres
- (ee) religious assemblies
- (ff) retail liquor sales establishment
- (gg) retail stores, convenience
- (hh) retail stores , health products
- (ii) retail stores, general
- (jj) shopping centre
- (kk) spectator entertainment establishments
- (ll) supportive housing
- (mm) temporary shelter services
- (nn) utility services, minor impact
- (oo) rowhousing
- (pp) townhouses

1.5 Secondary Uses

The secondary uses in this zone are:

- (a) amusement arcades, minor
- (b) care centres, minor
- (c) home based businesses, minor

1.6 Conditional Uses

The following uses are permitted subject to being located within 40m of Harvey Road:

- (a) drive-in food services

1.7 Subdivision Regulations

- (a) The minimum lot width is 13.0 m.
- (b) The minimum lot depth is 30.0 m.
- (c) The minimum lot area is 460 m².
- (d) air space parcels will be allowed where appropriate

1.8 Density

- (a) The maximum allowable built area of buildings in this Capri Centre Zone is 205,807m² (2,215,287 ft²) or 2.60 FAR.
- (b) The maximum site coverage is 75% to be calculated on a net basis on the Capri Centre Lands
- (c) The minimum commercial area (to be calculated by combining the total commercial area constructed plus commercial area under approved permit) is 18,581 m² (200,000 ft²) net floor area.

1.9 Height

Height requirements are as indicated in Figure 1.9 and as described below:

- (a) In the area located within 40 meters of the property line abutting Harvey Avenue and in all areas east of Capri Street the maximum height of all buildings and structures shall be 6 storeys or 22 meters.
- (b) In the area located beyond 40 meters of Harvey Avenue the maximum height of all buildings and structures shall be 22 storeys or 70 meters with one exception as described in 1.9(c)
- (c) In the area located beyond 40 meters of Harvey Avenue the maximum height of one landmark building or structure shall be 26 storeys or 82 meters.

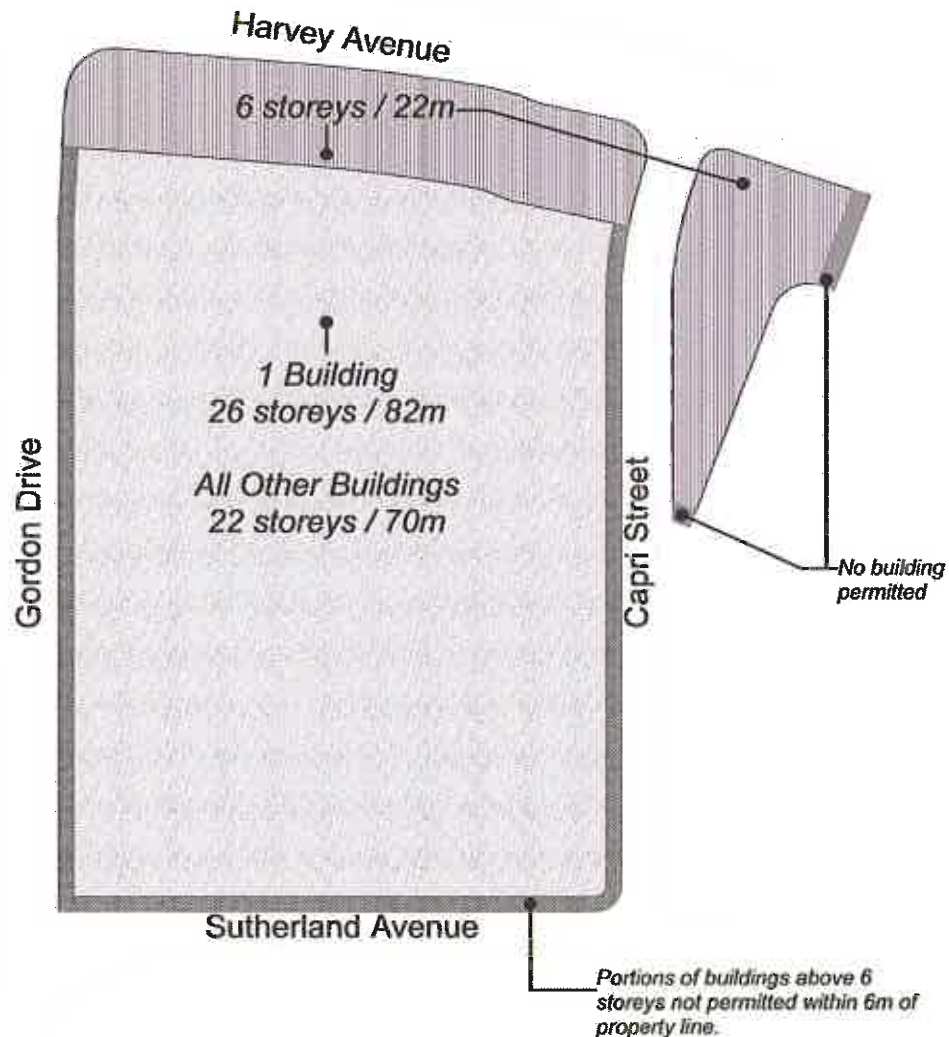


Figure 1.9: Height

1.10 Setbacks

- (a) The minimum setback to Harvey Road is 4.5 m
- (b) The minimum setback to Gordon Drive for all buildings or portions of the building located within 40m of Harvey Avenue is 0.0 m.
- (c) The minimum setback to Gordon Drive for all buildings or portions of the building located beyond 40m of Harvey Avenue is 3.0 m, excluding decks and patios.
- (d) The minimum setback to Capri Street for all buildings or portions of the building located within 40m of Harvey Avenue is 0.0 m.
- (e) The minimum setback to Capri Street for all buildings or portions of the building located beyond 40m of Harvey Avenue is 3.0 m, excluding decks and patios.

(f) The minimum setback to Sutherland Drive is 3.0 m, excluding decks and patios.

(g) All portions of buildings above 6 storeys shall be setback a minimum of 6m from Gordon Drive, Sutherland Avenue, and Capri Street.

(h) The minimum setback to lands abutting the Capri Centre Lands is 7.5m.

1.11 Tall Buildings

(a) The minimum separation distance between portions of buildings above 12 storeys is 30m.

(b) The maximum floor plate for portions of buildings above 12 storeys is 650 m² (7,000 ft²) with one exception as described in 1.11(c)

(c) The maximum floor plate for portions of one landmark building above 12 storeys is 696 m² (7,500 ft²)

1.12 Public Open Space

(a) A minimum of 1.5 acres of publicly accessible open space shall be provided.

1.13 Amenities

Amenities shall be phased and provided concurrent with substantial new construction in a development stage and will be secured via Statutory Right of Way being registered on title securing public access. Amenities are:

Within Amenity Area A

(a) one north-south pathway linkage extending from Harvey Road to the north face of the existing hotel;

(b) an additional north-south pathway linkage located approximately near the bus station extending from Harvey Avenue to an internal drive aisle;

(c) a surface parking area that includes landscape elements, trees, and electric hook-ups for occasional events.

(d) all surface treatments pertaining to drive aisles , sidewalks, and landscape areas.

Within Amenity Area B

(e) one north- south pathway linkage extending the full length of Amenity Area B, ensuring that the site is accessible for pedestrians and cyclists and connects the private drive aisle with Harvey Road;

(f) all surface treatments pertaining to private drive aisles , sidewalks, and landscape areas.

Within Amenity Area C

(g) all surface treatments pertaining to private drive aisles , sidewalks, and landscape areas.

Within Amenity Area D

(h) one publicly accessible open space that is flanked on at least one side by an internal drive aisle for a distance no less than 20m and has an area of 5,000 m² and includes an outdoor ice surface that is convertible to other uses outside of winter:

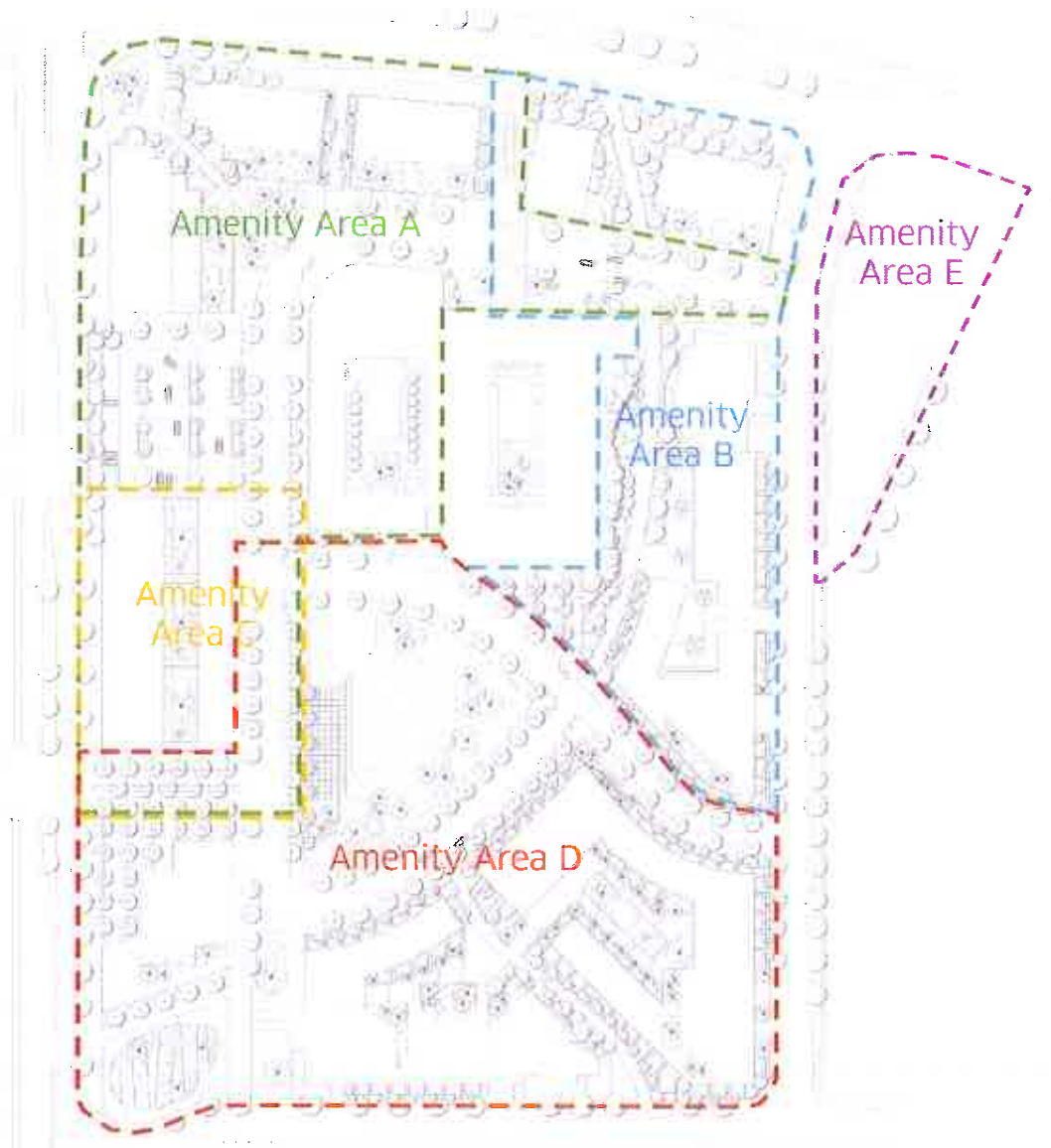
(i) in addition to the accessible open space identified in 1.11(h), one publicly accessible open space that is flanked on at least one side by an internal drive aisle or public street for a distance no less than 20m and has an area of 1,250 m²

(j) two pathway linkages, ensuring that the site is accessible for pedestrians and cyclists and connects well with the surrounding community;

(k) all surface treatments pertaining to drive aisles, sidewalks, and landscape areas.

Within Amenity Area E

(l) none



1.14 Parking and Loading

(a) Parking spaces shall be designed in accordance with the parking regulations of Section 8 - Parking and Loading of this bylaw, with the exception that the minimum number of parking spaces required must be in accordance with Table 1.14.1 of this CD25 Zone.

(b) Loading facilities shall be designed in accordance with the loading regulations of Section 8 - Parking and Loading of this bylaw, with the exception that the minimum number of parking spaces required must be in accordance with Table 1.14.2 of this CD23 Zone.

(c) Bicycle parking shall be provided in accordance with the bicycle parking regulations of Section 8 - Parking and Loading of this bylaw.

Table 1.14.1: Parking Requirements

Residential Uses	
Residential	1.0 space per 1 dwelling unit
Visitor	Of the required parking for residential uses, 1.0 space per 7 dwelling units
Commercial Uses	
Commercial Uses	1.75 parking spaces per 100m2 GFA
Hotel Uses	
Hotel	1.0 space per 1 sleeping unit

Table 1.14.2: Loading Requirements

Commercial Uses	
Commercial Uses, excluding retail liquor sales establishments and grocery stores exceeding 1,858m2 (20,000 ft2)	1.0 space per building with a commercial use
Retail liquor sales establishment	1.0 space per retail liquor sales establishment
Grocery store exceeding 1,858m2 (20,000 ft2)	2.0 spaces per grocery store exceeding 20,000 ft2
Hotel Uses	
Hotel	2.0 spaces per hotel

1.15 Other Regulations

(a) Apartment housing and major group homes require access to grade separate from the commercial uses. In the case of elevator equipped buildings, uses can share elevators provided security measures are in place to restrict access to residential areas.

(b) A minimum area of 6.0 m² of **private open space** shall be provided per **bachelor dwelling**, 10.0 m² of **private open space** shall be provided per 1 **bedroom dwelling**, and 15.0 m² of **private open space** shall be provided per **dwelling** with more than 1 **bedroom**.

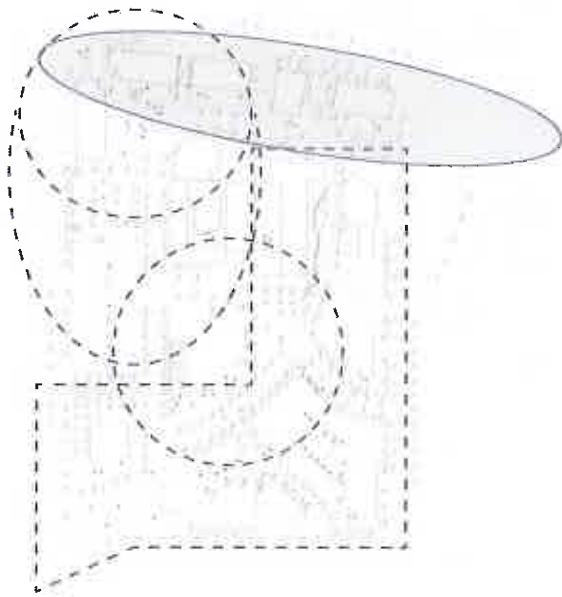
(c) The development of new drive-in food services is not a permitted form of development in this zone in areas located more than 40m from Harvey Avenue.

(d) In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 6 (accessory **development**, **yards**, projections into **yards**, accessory **development**, lighting, stream protection, etc.), the **landscaping** and fencing provisions of Section 7, the parking and loading regulations of Section 8, and the specific **use** regulations of Section 9.

(e) **Financial services** shall have a maximum total **gross floor area** of 500 m² unless a larger branch of the **financial services** establishment is located within the Downtown Urban Centre.

Annexure 1
CD 25 Development Area Guidelines

Harvey Avenue Urban Edge



The above sketch indicates the general location of the "Harvey Avenue Urban Edge" area. The 3D view provides an illustrative example of where - based on this concept plan - the Harvey Avenue Urban Edge guidelines would apply. The actual boundary may vary by 20 to 30m but should include all buildings immediately adjacent to Harvey Avenue.

The "Harvey Avenue Urban Edge" character area creates an important urban interface between the Capri Centre and Harvey Avenue. A continuous streetwall condition will provide an edge to Harvey Avenue, helping to create a sense of enclosure along this broadly dimensioned corridor and define the public space. This character area will include lower form buildings and a range of retail, office, and residential uses. A portion of this area overlaps with the "Transit-Oriented Commercial Focus" character area.

DESIGN GUIDELINES

Public Realm

- 1 The Harvey Avenue streetscape should be defined by generous sidewalks (approximately 3m) and broad landscape areas (approximately 5m - 8m).
- 2 North / south pedestrian connections shall be provided between buildings to provide visual and physical connections between Harvey Road and the interior portions of the site. Particular emphasis should be placed on a connection located approximately mid-block that provides a direct link to the entry of the hotel. Connections located closer to Gordon Drive should emphasize ease of pedestrian movement, anticipating high pedestrian volumes moving between transit services. Connections located further east on the site closer to Capri Street should emphasize landscape elements and serve as an initial component of a green link towards the Central Park.

- 3 Parking shall be located underground and driveway access shall be located off of an internal street (not Harvey Road) and care should be taken to minimize the visual impact of access points from the public realm.

Occupancies

- 4 Street level and second level units should include commercial uses such as retail or office. An emphasis should be placed on providing retail at street level to contribute to a more interesting streetscape. Above level 2, buildings may include office or residential uses.

Buildings' Relationship to the Street

- 5 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Residential entries should be lit and well-signed.
- 6 Weather protection shall be provided along the face of buildings where retail is present. This cover may take the form of fabric awnings or fixed, metal and glass canopies. The minimum width of weather protection should be 1.5 to 2.0 metres with a ground clearance of 2.75 metres to the underside of the structure.

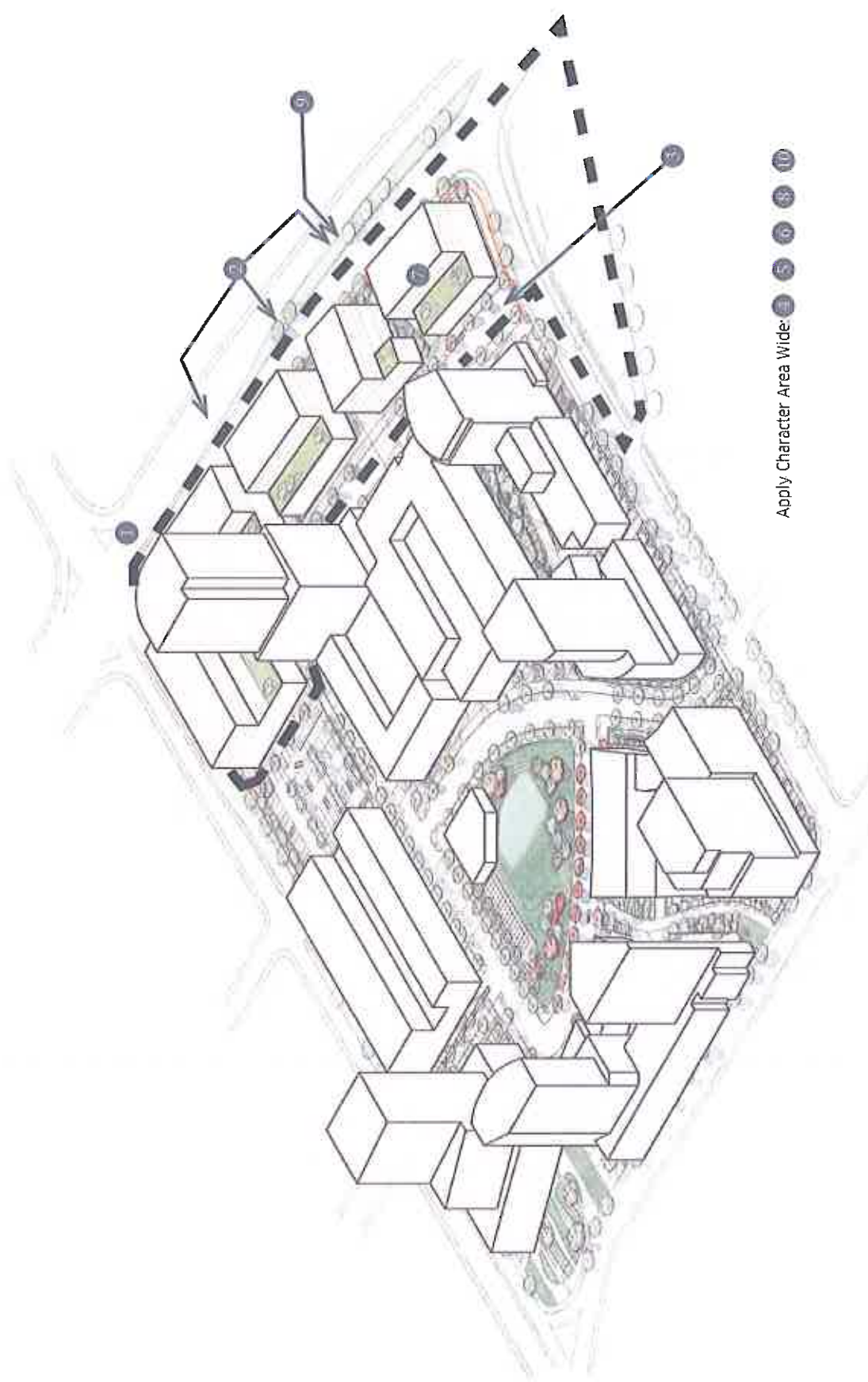
Building Massing

- 7 Buildings up to 6 stories are anticipated in this character area. To create a strong streetwall condition, upper level step backs are not required on the north-side of the buildings, though buildings should incorporate some articulation or texture through the use of recessed patios, balconies, vertical articulation of the facade. Upper level step backs are encouraged on the south side of the building providing an opportunity for rooftop access and open space.

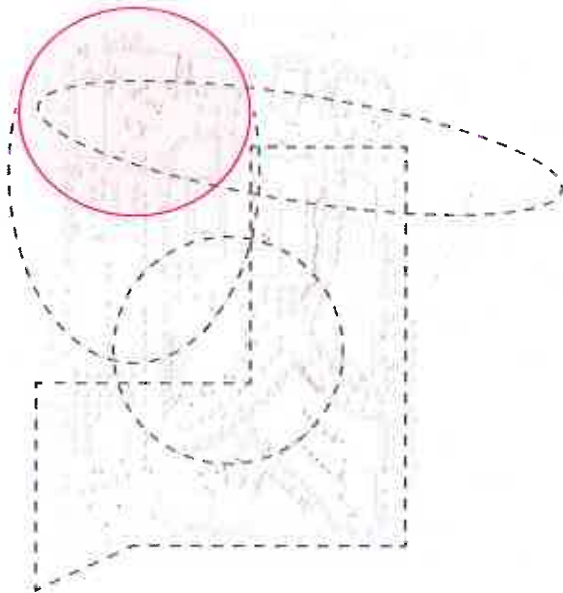
Landscape

- 8 Landscape design in this area should recognize the high volumes of pedestrian circulation. A range of surface materials may be deployed to signal traffic calm areas internal to the site where pedestrian and vehicle movements occur in close proximity. Sight lines between Harvey Avenue and the hotel as well as between Harvey Avenue and the proposed landmark tower should be retained, if possible, through the use of low-level landscaping or columnar - rather than large canopy - trees.
- 9 The pedestrian pathway linking Harvey Road to the "Central Park" along the crescent should include landscape elements that unite the park space with the crescent throughout the neighbourhood. Fruit trees are suggested.
- 10 Continuous street tree planting shall be provided.

Harvey Avenue Urban Edge



Transit-Oriented Commercial Focus



The above sketch indicates the general location of the "Transit-Oriented Commercial Focus" area. The 3D view provides an illustrative example of where - based on this concept plan - the Transit-Oriented Commercial Focus guidelines would apply. The actual boundary may vary by 20 to 30m

The "Transit-Oriented Commercial Focus" character area overlaps with both the Harvey Avenue Urban Edge and the "Commercial Core" areas. The guidelines outlined in each of those character areas apply but these additional guidelines are meant to encourage finer grained retail and enhanced pedestrian circulation at a level commensurate with being a transit interchange between two significant bus / bus rapid transit routes. In the case of conflict between guidelines, these guidelines supersede.

DESIGN GUIDELINES

Public Realm

- 1 The Harvey Avenue and Gordon Drive streetscape should be defined by generous sidewalks capable of handling both pedestrian movements and transit stations (approximately 4m to 5m). Broad landscape areas are proposed further east along Harvey Avenue, but are of secondary importance within this area. Maintaining ease of pedestrian movement - both connecting transit riders, local residents, employees, and shoppers - is of primary importance. Consequently, large areas of hard surfaces (such as stone, concrete pavers or concrete) are anticipated, punctuated by landscape elements.
- 2 The prominence of the Harvey and Gordon intersection may warrant the placement of public art in this high visibility location.
- 3 Notwithstanding prioritizing pedestrian movements, space allocated adjacent to storefronts for the outdoor display of commercial products is encouraged.

- 4 The generous provision of seating areas - either as informal seating such as a planter box edges or through the provision of specific street furnishings - is encouraged.
- 5 Pedestrian pathways connecting Gordon Drive or Harvey Avenue to the interior of the site should be designed to have clear site lines and meet CPTED guidelines in terms of lighting.

Occupancies

- 6 Street level and second level units should include commercial uses such as retail or office. An emphasis should be placed on providing retail at street level and office above to contribute to a more interesting streetscape. Above level 2, buildings may include office or residential uses.

Buildings' Relationship to the Street

- 7 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Residential entries should be lit and well-signed.
- 8 Robust weather protection shall be provided along building facades facing Harvey Avenue and Gordon Drive.
- 9 In this area, particular care should be given to contribute to a high level of transparency on all sides of buildings.

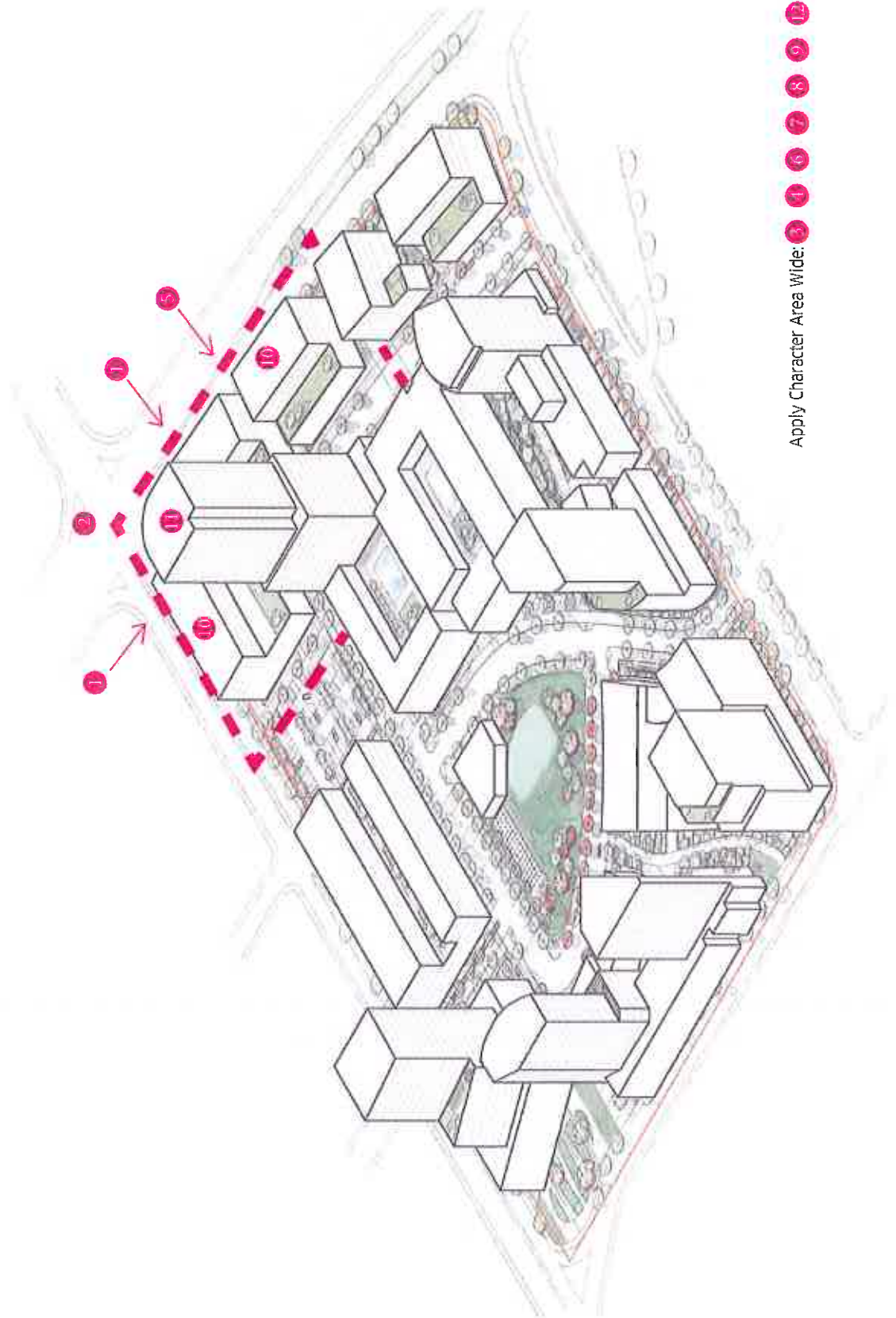
Building Massing

- 10 Buildings up to 6 stories are anticipated in this character area. To create a strong streetwall condition, upper level step backs are not required on the north-side of the buildings, though buildings should incorporate some articulation or texture through the use of recessed patios, balconies, vertical articulation of the facade. Upper level step backs are encouraged on the south side of the building providing an opportunity for rooftop access and open space.
- 11 One "landmark" tower of up to 26 storeys may be located in this area. The tower should have a strong vertical expression at the upper levels to provide design interest and, given its visual prominence, should include a distinctive "crown".

Landscape

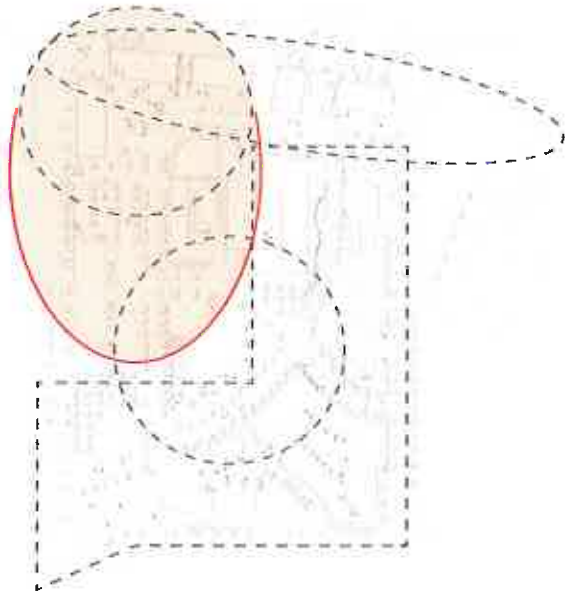
- 12 Continuous street tree planting shall be provided.

Transit-Oriented Commercial Focus



Apply Character Area Wide: 3 4 6 7 8 9 12

Commercial Core



The above sketch indicates the general location of the "Commercial Core" area. The 3D view provides an illustrative example of where - based on this concept plan - the Commercial Core guidelines would apply. The actual boundary may vary by 20 to 30m.

The "Commercial Core" character area is the primary location for commercial shops and services at the Capri Centre. Commercial units ranging in size from supermarket to small-scale retail may be accommodated. Residential uses will also be present in this character area but, given the emphasis of commercial uses at street level, will largely be located at upper levels only. A portion of this area overlaps with the "Transit-Oriented Commercial Focus" character area.

DESIGN GUIDELINES

Public Realm

- 1 Continuous street tree planting and generous sidewalk space should characterize the public realm. To provide adequate space for sidewalk cafe seating, the outdoor display of commercial goods, and higher volumes of pedestrian traffic, trees may be planted in tree wells and grates rather than boulevards.
- 2 Sidewalk corner bulges, clearly demarcated crosswalks, and other pedestrian safety measures shall be incorporated to contribute to ease of movement for all ages and abilities.
- 3 Parking shall be located underground and driveway access shall be located off of an internal streets (not off of Harvey Road or Gordon Drive). Care should be taken to minimize the visual impact of parkade access points from the public realm.

- 4 Serving a large grocer, the inclusion of one surface parking lot is anticipated in this area. The surface parking lot shall be treed. The use of special materials such as concrete pavers (rather than asphalt) is encouraged. To facilitate the transformation of the space into a weekend or evening public market, electric outlets shall be prevalent.

Occupancies

- 5 Street level or second level units should include commercial uses such as retail or office. An emphasis should be placed on providing retail rather than office at street level to a more interesting streetscape. Above level 2, buildings may include office or residential uses. For buildings located greater than 60m from Harvey Avenue, street level residential uses are acceptable.

Buildings' Relationship to the Street

- 6 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Common residential entries should be lit and well-signed. Private residential entries (street level townhouses, for example) should be 3 to 5m away from the sidewalk to allow for patio space or landscape area and 0.75m to 1.25 m above street level.
- 7 Weather protection shall be provided along the face of buildings where retail is present. This cover may take the form of fabric awnings or fixed, metal and glass canopies. The minimum width of weather protection should be 1.5 to 2.0 metres with a ground clearance of 2.75 metres to the underside of the structure.
- 8 Buildings should be oriented towards the street and be located no more than 5m from the street edge to frame the public space and, in particular, create a sense of enclosure around the "market square" and "central park."

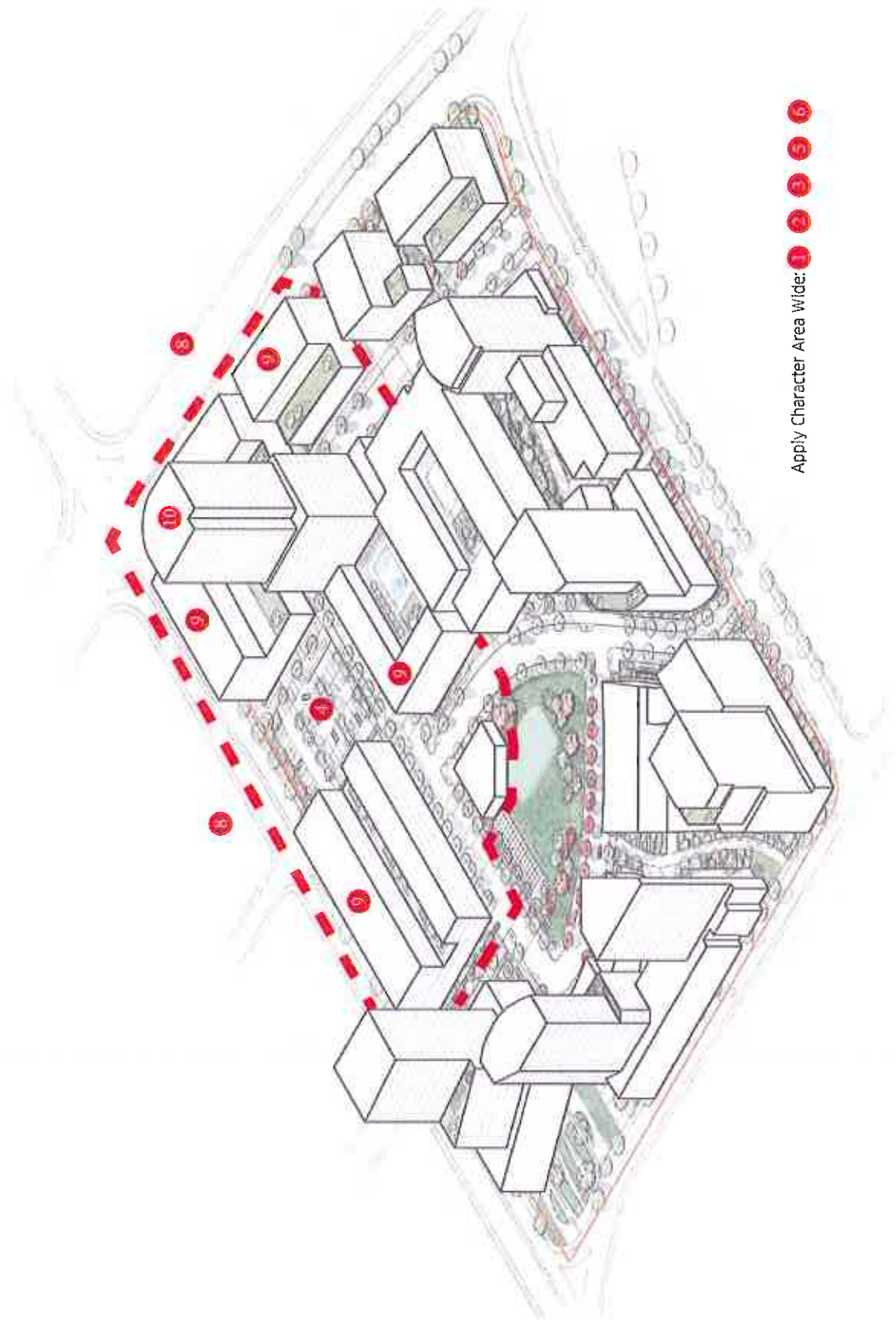
Building Massing

- 9 Buildings up to 6 stories are anticipated in this character area. To create a strong streetwall condition, upper level step backs are not required on the north-side of the buildings, though buildings should incorporate some of articulation or texture through the use of recessed patios, balconies, vertical articulation of the facade. Upper level step backs are encouraged on the south side of the building providing an opportunity for rooftop access and open space.
- 10 One "landmark" tower of up to 26 storeys may be located in this area, preferably in the overlap area with the "Transit-Oriented Commercial Focus." The tower should have a strong vertical expression at the upper levels to provide design interest and, given its visual prominence, should include a distinctive "crown". An additional tower - lower in height - may also be located in this character area away from Harvey Road.

Landscape

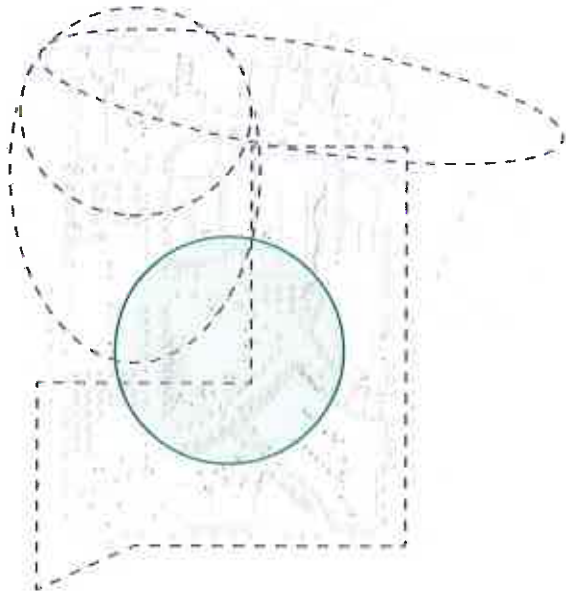
- 11 Landscape design in this area should recognize the high volumes of pedestrian circulation. A range of surface materials may be deployed to traffic calm areas internal to the site where pedestrian and vehicle movements occur in close proximity. Sight lines between Harvey Avenue and the interior portion of the site should be retained, if possible, through the use of low-level landscaping or columnar - as opposed to large canopy - trees.

Commercial Core



Apply Character Area Wide: 1 2 3 5 6

Capri Central Park



The above sketch indicates the general location of the "Capri Central Park" area. The 3D view provides an illustrative example of where - based on this concept plan - the Capri Central Park guidelines would apply. The actual boundary may vary by 20 to 30m but should include the central park space, portions of the "Crescent" pedestrian linkage, and the front elevation of all podium elements of buildings that face onto the park.

The "Capri Central Park" character area is the proposed approximate location for a community open space to be used for gatherings and public events at all times of the year.

DESIGN GUIDELINES

Public Realm

- 1 The public realm should be characterized by high quality and abundant landscape elements included in the park and ample pedestrian access.
- 2 The park space shall be designed to accommodate a variety of passive and active uses and give consideration to encouraging use at all times of year. An outdoor ice rink (winter) that doubles as an amphitheatre (summer) or performance space shall be constructed.
- 3 Though the site is currently relatively flat, subtle contours or mounds may be introduced to provide dimension to the space and create informal seating or play spaces.
- 4 The park shall be adjacent to the street on at least two sides to contribute to public access and high visibility.

- 5 A "Crescent" pedestrian linkage, incorporating similar landscape elements such as paving materials, street furnishing, and street trees, should extend from the Central Park north towards Harvey Avenue. Additional visual and pedestrian links will extend to nearby Capri Street, Sutherland Avenue, and Gordon Drive.

Occupancies

- 6 The "Central Park" area is a neighbourhood scale public space to be used by both residents and visitors to the Capri Centre. As it is expected to be generally surrounded by residential uses, the inclusion of a small-scale commercial retail or community building is encouraged.

Building's Relationship to the Street

- 7 The only building envisioned entirely within this area is a small scale commercial and / or community building. The primary orientation of the building shall be to the park space, though care should be taken to contribute to an interesting streetscape by minimizing the length of blank walls facing the streets and by providing a main entrance, well-lit and prominently addressed, towards one of the streets. Garbage and recycling facilities should be shared with a nearby building, if possible.
- 8 Residential buildings should be directly oriented to the park. This means that all ground level units should have direct access to the street. Balconies or Juliet balconies are strongly encouraged along all podium elements of buildings that face the park.

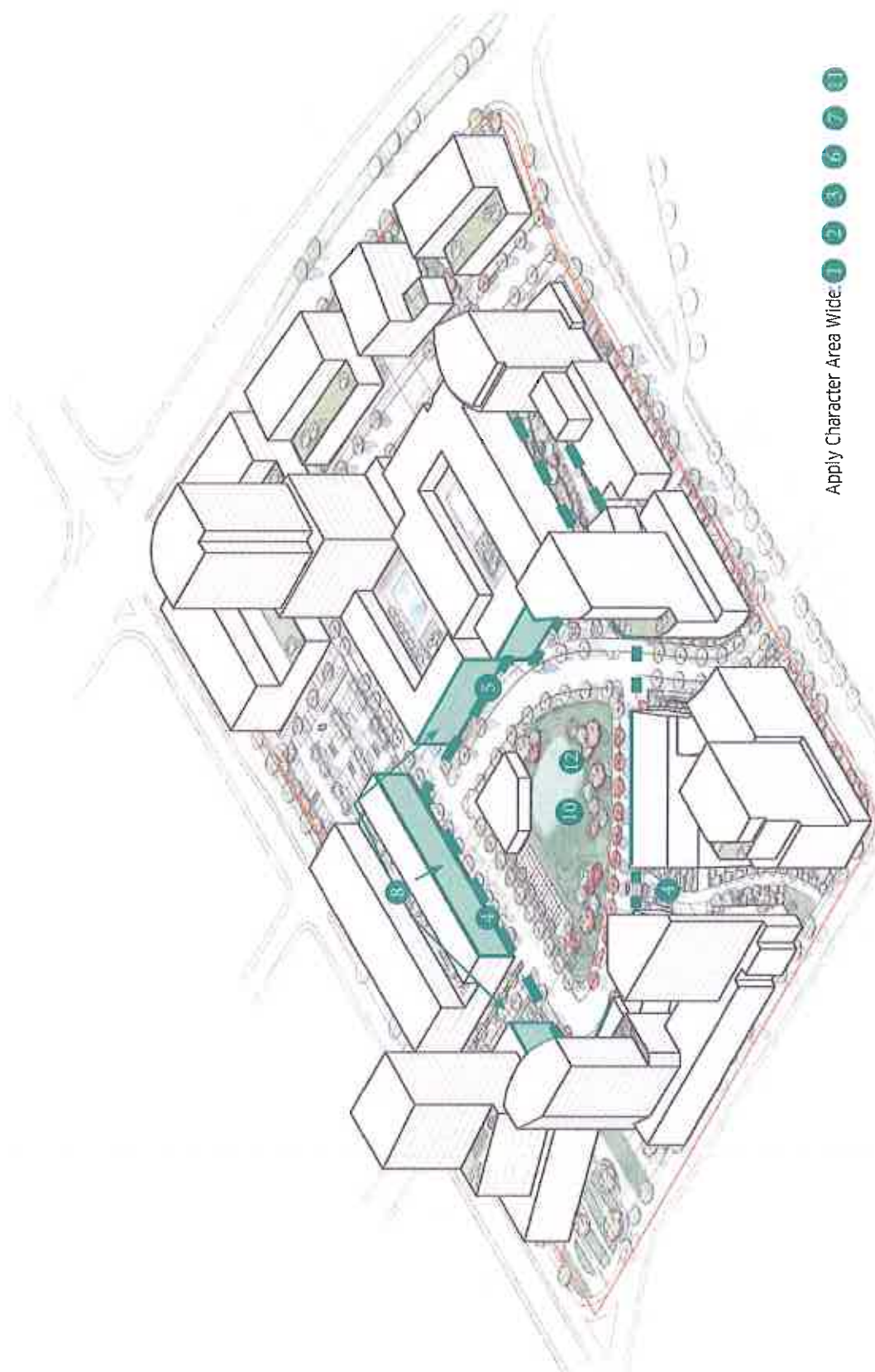
Building Massing

- 9 The community building within the park shall be no higher than two stories. In a two storey building, a portion of the second storey should be reserved as an outdoor patio.

Landscape

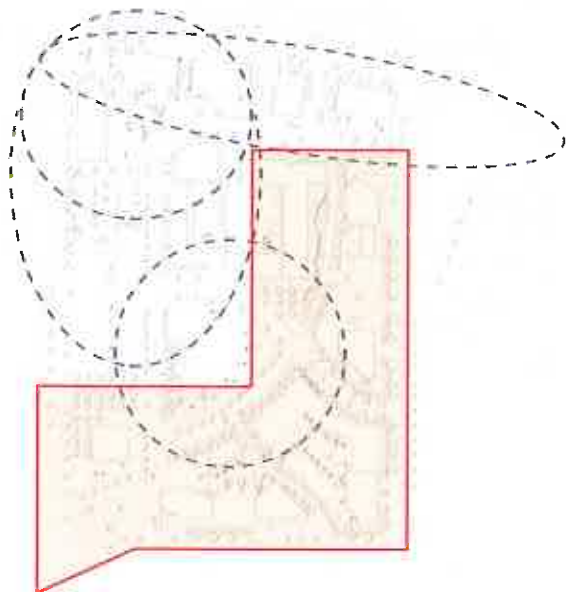
- 10 Landscape should reinforce the role of the central park as a neighbourhood gathering space expected to attract people year round. Seasonal interest shall be considered in plant selection including fruit trees and plants with showy fall foliage. A selection of evergreen plants or plants with winter interest (bold branch structure, striking bark, or winter berries) shall also be incorporated.
- 11 Drought tolerant species are encouraged.
- 12 Though some hard surface areas are expected to facilitate outdoor seating, event space, or the ice rink, the emphasis on the park space should be on lush landscaping.

Capri Central Park



Apply Character Area Wide: 1 2 3 6 7 11

Residential Focus



The above sketch indicates the general location of the "Residential Focus" area. The 3D view provides an illustrative example of where - based on this concept plan - the Residential Focus guidelines would apply. The actual boundary may vary by 20 to 30m but is generally those portions of the Capri Centre flanking Sutherland Avenue and Capri Street but excluding those developments adjacent to Harvey Avenue.

The "Residential Focus" character area is the primary location for residential-only development at the Capri Centre. In all cases commercial uses are permitted as part of a mixed-use development, but given the commercial focus at Gordon Drive and Harvey Avenue and the surrounding residential uses, this character area is envisioned as having a strong residential quality.

DESIGN GUIDELINES

Public Realm

- 1 Continuous street tree planting and landscaped boulevards should characterize the public realm.
- 2 Additional landscape areas between the sidewalk and building faces shall be provided.
- 3 Through-block pedestrian connections from Sutherland Avenue and Capri Street should have clear sight lines and visual access into the internal areas of the Capri Neighbourhood, particularly towards the park.
- 4 Additional consideration should be given to incorporating bicycle infrastructure along Sutherland Avenue.

Occupancies

- 5 The majority of space in this area will be for residential uses including street-level "townhouse" style housing and condominium use in podium and tower forms. Allowance for small-scale neighbourhood serving retail along Sutherland Avenue is acceptable.

Building's Relationship to the Street

- 6 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Common residential entries should be lit and well-signed. Private residential (street level townhouses, for example) entries should be 3 to 5m away from the sidewalk to allow for patio space or landscape area and 0.75m to 1.25 m above street level.
- 7 Weather protection shall be provided along the face of buildings where retail is present. This cover may take the form of fabric awnings or fixed, metal and glass canopies. The minimum width of weather protection should be 1.5 to 2.0 metres with a ground clearance of 2.75 metres to the underside of the structure.
- 8 Buildings should be oriented towards the street and be located no more than 5m from the street edge to frame the public space and, in particular, create a sense of enclosure around the "market square" and "central park."

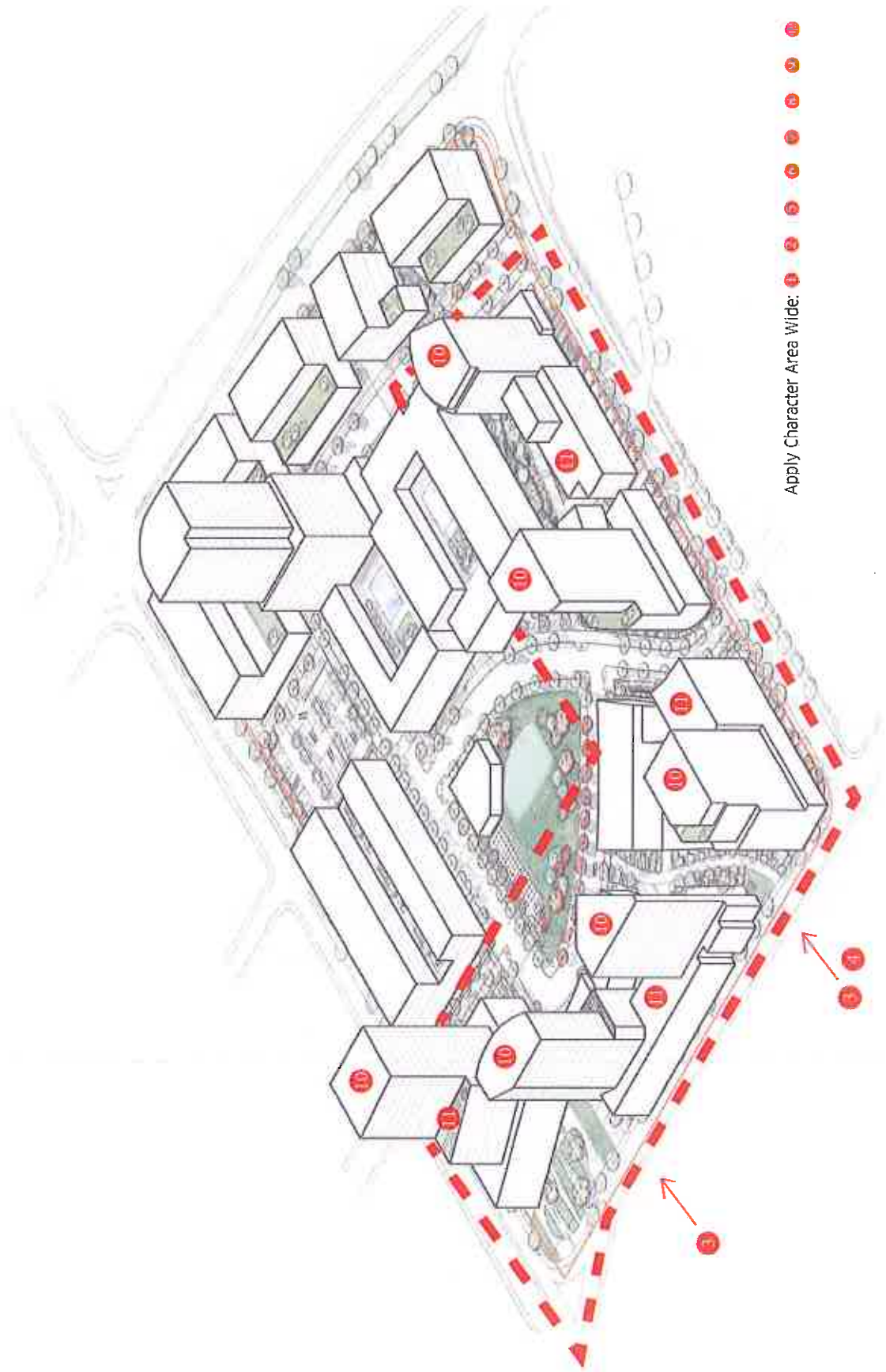
Building Massing and Design

- 9 Smaller-scaled figurative elements shall be used at lower-levels to break up the massing of the building. Tower forms should have strong vertical elements to define upper levels and extensive glazing. Solar shading devices are acceptable.
- 10 Tower heights should range from 14 to 22 storeys while podium elements will range from 4 to 8 storeys.
- 11 Rooftop spaces of podium elements (less than 14 storeys) shall not be left bare but should be utilized as amenity space for residents of each building or should incorporate a green roof.

Landscape

- 12 Landscape design in this area should employ a narrow range of species in order to unify the character area as a whole.

Residential Focus





Public Input Summary Report

Public Information Session, November 13, 2013

Capri Centre Rezoning

DIALOG

table of contents

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Public Information Session attendees viewing boards

1.0 PUBLIC INFORMATION SESSION OVERVIEW

The purpose of this Public Information Session was to provide the public with information on the proposed redevelopment of the Capri Centre Mall. The event was designed to solicit public input on the overall redevelopment, present the proposed concept plan, and determine the plan's strengths, weaknesses, and opportunities as identified by the public. The input received at the Public Information Session will be considered in the refinement of the concept plan as part of the rezoning process. Approximately 175 people attended the event.

This document summarizes the themes that emerged from sticky note comments on the "What Do You Think?" board, comment forms filled out by Public Information Session participants, and conversations between participants and the consultant team.

Public Information Session Notification

The outreach for the Public Information Session was consistent with the Public Notification & Consultation for Development Applications Policy (Policy 367). This included:

- **Mail Outs (within 50 m)** - a flyer with event information was sent to all mailboxes within a 50 m radius of the site boundary (see Appendix A for a sample mail out).
- **Newspaper Advertisements** - advertisements were placed in local newspapers in the weeks preceding the event: in the Daily Courier on November 6 and 12, and in the Capital News on November 7 and 12 (see Appendix A for a sample advertisement).
- **Signage on Site** - four signs were posted throughout the Capri Centre Mall to inform patrons and tenants about the event (see Appendix A for a sample sign).

Additionally, the event notification included:

- **Mail Outs (beyond 50 m)** - flyers were also sent beyond the 50 m radius. A total of 2,500 flyers were sent out.
- **Radio Broadcast** - DIALOG was interviewed by CBC Radio 1 "Daybreak South" on October 31 at 7:15 a.m. The interview included discussion about the proposal as well as mention of the Public Information Session date and location.

Structure

The event, a come-and-go information session, was hosted by DIALOG from 3 - 7 p.m. at the Capri Centre Mall. A highly-visible location (beside the Extra Foods store) was selected to ensure the event was easy to find, and to encourage interested patrons or passers-by to stop and take a moment to learn about the proposed redevelopment.

Participants had the opportunity to review the proposed concept plan, the policy context for the development, and the site's guiding principles, proposed design guidelines, and general design direction. This information was presented using maps, photographs, renderings, and plans. Participants were also invited to provide input via comment forms, sticky notes posted on a "What Do You Think?" board, and informal discussions with staff from the City of Kelowna and the planning consultant team (DIALOG and Bunt & Associates Engineering).



Proposed Concept Plan

2.0 INFORMATIONAL BOARDS

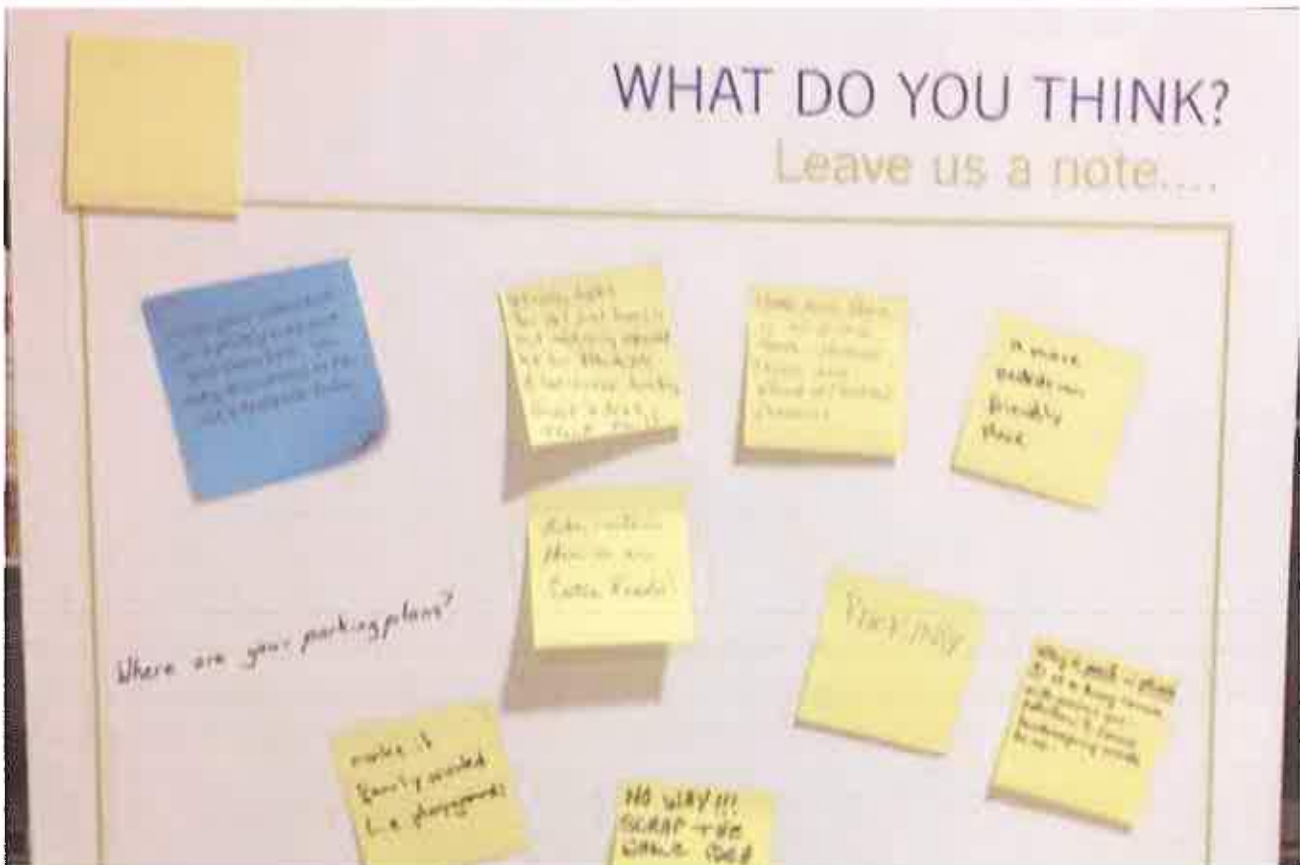
A series of story boards were presented to provide participants with background information, outline the vision and key elements of the plan, and present the concept plan and its components.

The boards outlined the site's vision, guiding principles, community benefits, concept plan, massing, design guidelines, traffic implications, shadow studies, and proposed phasing. These graphic representations were intended to help participants visualize how the concept might look if it was built out and what life might be like in the new neighbourhood. (See Appendix B for all boards).

The Concept Plan (pictured on the opposite page) was presented on a standalone board to allow participants to review the proposed plan, ask questions, and make comments.



Public Information Session attendees viewing boards



TOP: Public Information Session attendees viewing boards
BOTTOM: What Do You Think? Board

3.0 FEEDBACK

Feedback was received via sticky notes posted on the “What Do You Think?” board, the Comment Forms, and through conversations with the consultant team.

I. “WHAT DO YOU THINK?” BOARD

The “What Do You Think?” board was the last board in the series so that Information Session attendees would have an opportunity to review all informational boards before providing additional comments and feedback.

Summary of Comments

Overall, the sticky note comments posted on the “What Do You Think?” board focused on transportation, land use, and site programming. Concerns were raised about the parking and traffic implications associated with the new development, as well as handyDART access. Land use comments were in favour of affordable and family housing on site and pedestrian-oriented design. More specific programming comments addressed keeping the Extra Foods and offered suggestions for recreational opportunities. One comment did not support the project. A total of 13 sticky note comments were posted.

The 13 specific comments posted to the board are:

- Need to make sure there is enough room for handyDART drop off and pick-up.
- Make it family oriented (i.e. playground).
- Definitely hopes for not just a face lift, but continuing to improve help for affordable and low-income housing.
- Great ideas! Thank you!!
- Make sure there is an Extra Foods, medical clinic, and Bank of Montreal remains.
- Make certain there is an Extra Foods!
- No way! Scrap the whole idea.
- I really like the design and focus on residential development, but will it be affordable?
- Sufficient parking is very important.
- A more pedestrian friendly place.
- Why a park in phase 3 at a lousy corner with noise and air pollution? Some landscaping would be okay.
- No traffic for general public on interior roads - only delivery vehicles. No parking on streets. More pedestrian friendly.
- Ice rink should be a kids water park in the summer.



Public Information Session attendees completing comment forms

II. COMMENT FORM SIT-DOWN STATION

The Comment Form Sit-Down Station was located at two tables surrounded by the informational boards. Comment forms were available for the duration of the event (4 hours). Thirty nine comments forms were completed during the Information Session. It is possible that additional comment forms will be submitted via mail or e-mail. At the time of submitting this report on November 25, no additional comment forms were received. Any new forms or comments will be included in the analysis.

The comment forms were arranged according to 2 questions. Question 1 asked people to identify whether they live in Kelowna, their proximity to the Capri Centre, and their relationship to the Capri Centre. Question 2 was designed to determine which elements of the plan are working, which elements are not working, and which elements the public would like to see change. Together, Questions 1 and 2, provide important insight into community priorities, challenges, wants, and needs. In turn, this information contributes to the refinement of the concept plan.

A detailed breakdown of the Comment Forms is provided below. Scans of the completed Comment Forms can be found in Appendix C.

Thirty-nine comment forms were completed. Overall, they were supportive and participants are generally in favour of the proposed redevelopment. Participants liked the mixed-use approach to design and the central green space. The biggest concerns relate to parking, traffic, affordable housing, and keeping the Extra Foods.

Question 1: Do you... (please check all that apply)

- ☐ Live in Kelowna
- ☐ Live near the Capri Centre (within 10 minute walking distance)
- ☐ Work at the Capri Centre
- ☐ Shop at the Capri Centre
- ☐ Own a business at the Capri Centre
- ☐ None of the above

This table shows the breakdown of responses to Question 1.

Number of times mentioned	Category
34	Live in Kelowna
30	Live near the Capri Centre (within 10 minute walking distance)
6	Work at the Capri Centre
32	Shop at the Capri Centre
1	Own a business at the Capri Centre
0	None of the above
2	Did not provide a response

The responses indicate that those who completed feedback forms live close to and shop at the Capri Centre, and are regular users of and are familiar with the challenges and benefits of the site.



ALL: Public Information Session attendees viewing boards

Question 2: The proposed rezoning for the Capri Centre sets a long term vision for the phased redevelopment of the shopping centre.

- a) What aspects of the concept plan do you like?
- b) What are your concerns?
- c) What can be improved?

This table shows the key themes that emerged in the comment forms. They are:

Number of times mentioned	Category
23	Parking concerns about availability and spillover into surrounding communities.
16	Like the green space
14	Keep the Extra Foods
13	Like the overall concept
10	Like the mix of uses
9	Concerned about traffic
5	Would like to see affordable housing included on site
4	Like the transit access to the site
4	Concerned about a disruption in service at the Capri Centre
2	Like the proposed Farmers' Market
2	Too much density
1	Do not like the overall concept
1	Want to maintain current Capri Centre tenants

This indicates that parking, green space, and Extra Foods are the top three priorities for Public Information Session participants. Parking is the number one concern, particularly in terms of availability and capacity at the Capri Centre, and the potential spillover that may occur in neighbourhoods close by. The large central green space and the potential for both winter and summer activities for people of all ages was well-received. There were also several comments about keeping the Extra Foods. Many participants identified the store as a key tenant and the primary reason they visit the Capri Centre. Lastly, the overall concept of a vibrant, mixed-use, walkable neighbourhood that is transit-oriented received several positive endorsements on the comment forms.



Consultants answering questions

III. CONVERSATIONS

Four consultant team members and one City of Kelowna staff member were present at the Public Information Session. Observations and themes that emerged during discussions with attendees are as follows:

- Overall, the general tone of the comments at the Public Information Session was generally supportive of the proposed concept.
- Attendees were excited about the redevelopment and its potential to bring more activity into the area.
- Attendees seemed eager to see the plan developed further and were interested to know when it will go to Council.
- Attendees were positive about the pedestrian and bicycle connections to and within the site, and the fact that there were clear paths through the site to key destinations.
- Extra Foods was identified as a key tenant and a very important convenience to the surrounding community, both for accessibility (easy to get to and move around in) and for cost-effectiveness. There was also concern that a more expensive food store will replace Extra Foods in the redevelopment.
- Several attendees were concerned about traffic congestion, but also recognized that the existing site has traffic problems and that the development represents an opportunity to improve the local area transportation network.
- Parking supply was consistently mentioned as a key concern.
- The retail tenants and neighbours were concerned about the construction disturbance and redevelopment.
- Attendees were also curious to know about how the proposed redevelopment may affect their property values.

CITY OF KELOWNA

MEMORANDUM

Date: September 18, 2014
File No.: Z12-0056
To: Urban Planning (AW & RS)
From: Development Engineering Manager(SM)
Subject: 1835 Gordon Dr, 1171 Harvey Ave & 1755 Capri St. – Capri Centre
REVISED II

The Development Engineering Branch comments and requirements regarding this application to rezone from C4L, C4LR & C4 to a Comprehensive Development (CD) zone are as follows:

.1) General

- a) Where there is a possibility of a high water table or surcharging of storm drains during major storm events, non-basement homes may be required. This must be determined by the engineer and detailed on the Lot Grading Plan required in the drainage section.
- b) Provide easements as may be required.
- c) These are Development Engineering comments and requirements; they are subject to the review and requirements from the Ministry of Transportation (MOT) Infrastructure Branch.
- d) A report is required to address if the existing utility infrastructure could be relocated to public streets to eliminate the Statutory Right of Ways from the proposed development, in accordance with current City of Kelowna Bylaws and Policies.

.2) Dedications

- a) On Gordon Drive provide **3.6m** (approximate) dedication for roadway allowance (bike lanes) for the full frontage of the subject property. Additional dedication may be required to accommodate:
 - Northbound Gordon Drive dual left turns onto Harvey Ave.
 - Northbound Gordon Drive transit layby (see attached)
- b) On Harvey Ave provide additional dedication (to be determined) for roadway allowance (Rapid Bus Station) for the western frontage of the subject property (see attached).
- c) Sutherland Drive is identified as an Active Transportation Corridor as per OCP. Provide additional dedication to be determined based on Transportation Planning's review of the Sutherland Drive study.

- d) Additional dedications may be required subject to the Traffic Impact Assessment (TIA) and MOT comments/requirements.

.3) Geotechnical Study.

A comprehensive Geotechnical Study is required, which is to be prepared by a Professional Engineer competent in the field of geotechnical engineering, the study is to address the following:

- Overall site suitability for development.
- Presence of ground water and/or springs.
- Presence of fill areas.
- Presence of swelling clays.
- Presence of sulphates.
- Potential site erosion.
- Provide specific requirements for footings and foundation construction.
- Provide specific construction design sections for roads and utilities over and above the City's current construction standards

.4) Water

- a) The property is located within the City water service area. Provide an analysis and pre-design for the water system to confirm any upgrades required beyond the site. This development will increase the anticipated number of units used in the 20 Year Servicing Plan and therefore may impact timing and capacities of the system components. Determine if DCC items will be required earlier than the City's schedule and if additional components are required. Components to be reviewed include: Knox reservoir, pump capacity, suction line sizing, PRV capacities, pressure zones for this development and location of connection/tie-in locations and other items that may be identified during the review.

.5) Sanitary Sewer

- a) A report is required to address if the existing sanitary infrastructure is sized adequately and determine if it could be relocated to public streets to eliminate the Statutory Right of Ways for/from the proposed development, in accordance with current City of Kelowna Bylaws and Policies.
- b) Provide an adequately sized sanitary sewer connection. Only one service is to be provided per lot.
- c) Decommissioning of the existing small diameter services and the installation of the new service will be at the applicant's cost.
- d) Perform a downstream capacity analysis of the City's Sanitary Sewer system based on the proposed development unit count.

.6) Drainage

- a) Provide a detailed Stormwater Management Plan for this development as per the Subdivision, Development and Servicing Bylaw #7900.
- b) Provide a detailed Site Grading Plan including erosion and sedimentation controls required onsite and public roads adjacent to the site.
- c) Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.

- d) There is a possibility of a high water table or surcharging of storm drains during major storm events. This should be considered in the design of the onsite system.

.7) Transportation.

- a) *The proposed development triggered the requirement for a Traffic Impact Study. Recommendations from the Traffic Impact Assessment (TIA) and City of Kelowna Transportation & Mobility will become requirements of this application.*
- b) *Prior to commencing the TIA, the developer's traffic consultant met with staff from the City of Kelowna to agree on the terms of reference for the study.*
- c) *Recommendations from the Traffic Impact Analysis (TIA);*
 - i. *Full traffic signals at Sutherland/Capri,*
 - ii. *Pedestrian-activated signal at Gordon/Borden,*
 - iii. *Northbound bus pull-out on Gordon Dr for the new Route #5, City will introduce this year;*
 - iv. *A cycling corridor along Sutherland Avenue from Ethel to Burtch to reduce impact by providing alternative modes of travel (given that roadway capacity cannot be expanded any further);*
 - v. *Potential westbound bus pull-out on Sutherland Ave adjacent to the site (to be confirmed based on the bike corridor design);*
 - vi. *Safety mitigation at the Sutherland/Gordon intersection by means of left turn signal and laning improvements.*
- d) *The TDM Monitoring Plan dated September 12, 2014 details the required TDM measures and proposed monitoring plan at prescribed trigger points of the development.*

.8) Roads

- a) Gordon Drive Road is designated an urban arterial road. Construction of bike lanes and separate sidewalk is required.
- b) Harvey Ave is designated an urban arterial road.
- c) Sutherland Drive is designated an urban collector road and identified as an Active Transportation Corridor (ATC). Construction of frontage improvements related to the ATC will be required including curb and gutter, separate sidewalk and active (bike) corridor, landscaped boulevard complete with underground irrigation and street lights.
- d) Re-locate existing poles and utilities, where necessary.
- e) Driveway access is not permitted onto Harvey Ave. A restrictive covenant in favour of the City of Kelowna, registrable under Section 219 of the Land Title Act, must be granted to the effect that vehicular access is not permitted from abutting lots. The subdivision plan must be endorsed to the effect that a covenant is to be registered. The covenant must be registered as a priority charge and is to be indicated on the Lot Grading Plan.

- f) The Gordon Drive access as shown on the Illustrative Concept Plan is located mid block between two existing intersections. The access will need to align with one of the two existing streets (Laurier Ave or Borden Ave).

.9) Power and Telecommunication Services and Street Lights

- a) Prior to issuance of Building Permit, the applicant must make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

.10) Design and Construction

- a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Development Engineering Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.11) Servicing Agreements for Works and Services

- a) A Servicing Agreement is required for all offsite works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

.12) Other Engineering Comments

- a) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.

- b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Terasen, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

.13) Charges and Fees

- a) Development Cost Charges (DCC's) are payable at the time of Building Permit.
- b) Fees per the "Development Application Fees Bylaw" include:
 - i) Street/Traffic Sign Fees: at cost if required (to be determined after design).
 - ii) Survey Monument, Replacement Fee: \$1,200.00 (GST exempt) – only if disturbed.
 - iii) Engineering and Inspection Fee: 3% of construction value (plus GST).

Steve Muenz, P. Eng.
Development Engineering Manager

SS

CITY OF KELOWNA
BYLAW NO. 10998
TA14-0003 -
CD25 - Capri Centre Comprehensive Development Zone

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that City of Kelowna Zoning Bylaw No. 8000 be amended as follows:

1. THAT **Section 1 - General Administration, 1.3 Zoning Map, 1.3.1** be amended by adding to the end of **Section 18 - Comprehensive Development Zones** the following:

CD25	Capri Centre Comprehensive Development Zone
------	---

2. AND THAT **Section 7 - Landscaping and Screening, Table 7.1 - Minimum Landscape Buffer Treatment Levels Schedule, Commercial Zones** be amended by adding to the end of the list "CD25";
3. AND THAT a new **CD25 - Capri Centre Comprehensive Development Zone** be added to **Section 18 - Schedule B - Comprehensive Development Zones** as attached outlined in Schedule "A" attached;
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule 'B' - Comprehensive Development Zones

CD25 – Capri Centre Comprehensive Development Zone

1.1 Purpose

The purpose is to provide the framework for the existing uses and for the redevelopment and use of the Capri Centre in stages, over time, with a mixture of commercial and residential uses that serve more than one neighbourhood.

1.2 Capri Centre Lands

The Capri Centre Lands consist of 3 legal lots as shown in Figure 1.2. Character-area designations indicated in Annexure "1" are for the purpose of the application of guidelines only. The application of the zoning regulations applies for all areas within the Capri Centre Lands irrespective of character area.



Figure 1.2: Capri Centre Lands

1.3 Design Guidelines

The CD 25 - Capri Comprehensive Development 25 Zone has been designated as a Development Permit Area by "Kelowna 2030 – Official Community Plan Bylaw No. 10500" for the purpose of guiding the form and character of development. The guidelines applicable to the CD 25 - Capri Comprehensive Development 25 Zone are annexed to this Bylaw as Annexure "1" and entitled "CD 25 Development Area Guidelines."

1.4 Principal Uses

Principal uses in this zone are:

- (a) amusement arcades, major
- (b) animal clinics, minor
- (c) apartment hotels
- (d) apartment housing
- (e) boarding or lodging houses
- (f) business support services
- (g) care centres, major
- (h) Child Care
- (i) commercial schools
- (j) commercial use
- (k) congregate housing
- (l) emergency and protective services
- (m) financial services
- (n) food primary establishment
- (o) gas bars
- (p) government services
- (q) group homes, major
- (r) health services
- (s) hotels
- (t) insurance services
- (u) liquor primary establishment, major
- (v) liquor primary establishment, minor
- (w) non-accessory parking
- (x) offices
- (y) participant recreation services, indoor
- (z) personal service establishments
- (aa) private clubs
- (bb) public education services
- (cc) public libraries and cultural exhibits
- (dd) recycled materials drop-off centres
- (ee) religious assemblies
- (ff) retail liquor sales establishment
- (gg) retail stores, convenience
- (hh) retail stores , health products
- (ii) retail stores, general
- (jj) shopping centre
- (kk) spectator entertainment establishments
- (ll) supportive housing

- (mm) temporary shelter services
- (nn) utility services, minor impact
- (oo) rowhousing
- (pp) townhouses

1.5 Secondary Uses

The secondary uses in this zone are:

- (a) amusement arcades, minor
- (b) care centres, minor
- (c) home based businesses, minor

1.6 Conditional Uses

The following uses are permitted subject to being located within 40m of Harvey Road:

- (a) drive-in food services

1.7 Subdivision Regulations

- (a) The minimum **lot width** is 13.0 m.
- (b) The minimum **lot depth** is 30.0 m.
- (c) The minimum **lot area** is 460 m².
- (d) **air space parcels** will be allowed where appropriate

1.8 Density

- (a) The maximum allowable built area of **buildings** in this Capri Centre Zone is 205,807m² (2,215,287 ft²) or 2.60 FAR.
- (b) The maximum **site coverage** is 75% to be calculated on a net basis on the Capri Centre Lands
- (c) The minimum commercial area (to be calculated by combining the total commercial area constructed plus commercial area under approved permit) is 18,581 m² (200,000 ft²) net floor area.

1.9 Height

Height requirements are as indicated in Figure 1.9 and as described below:

- (a) In the area located within 40m of the property line abutting Harvey Avenue and in all areas east of Capri Street the maximum **height** of all **buildings** and **structures** shall be 6 storeys or 22m.
- (b) In the area located beyond 40m of Harvey Avenue the maximum height of all **buildings** and structures shall be 22 storeys or 70m with one exception as described in 1.9(c)
- (c) In the area located beyond 40m of Harvey Avenue the maximum **height** of one landmark **building** or **structure** shall be 26 storeys or 82m.

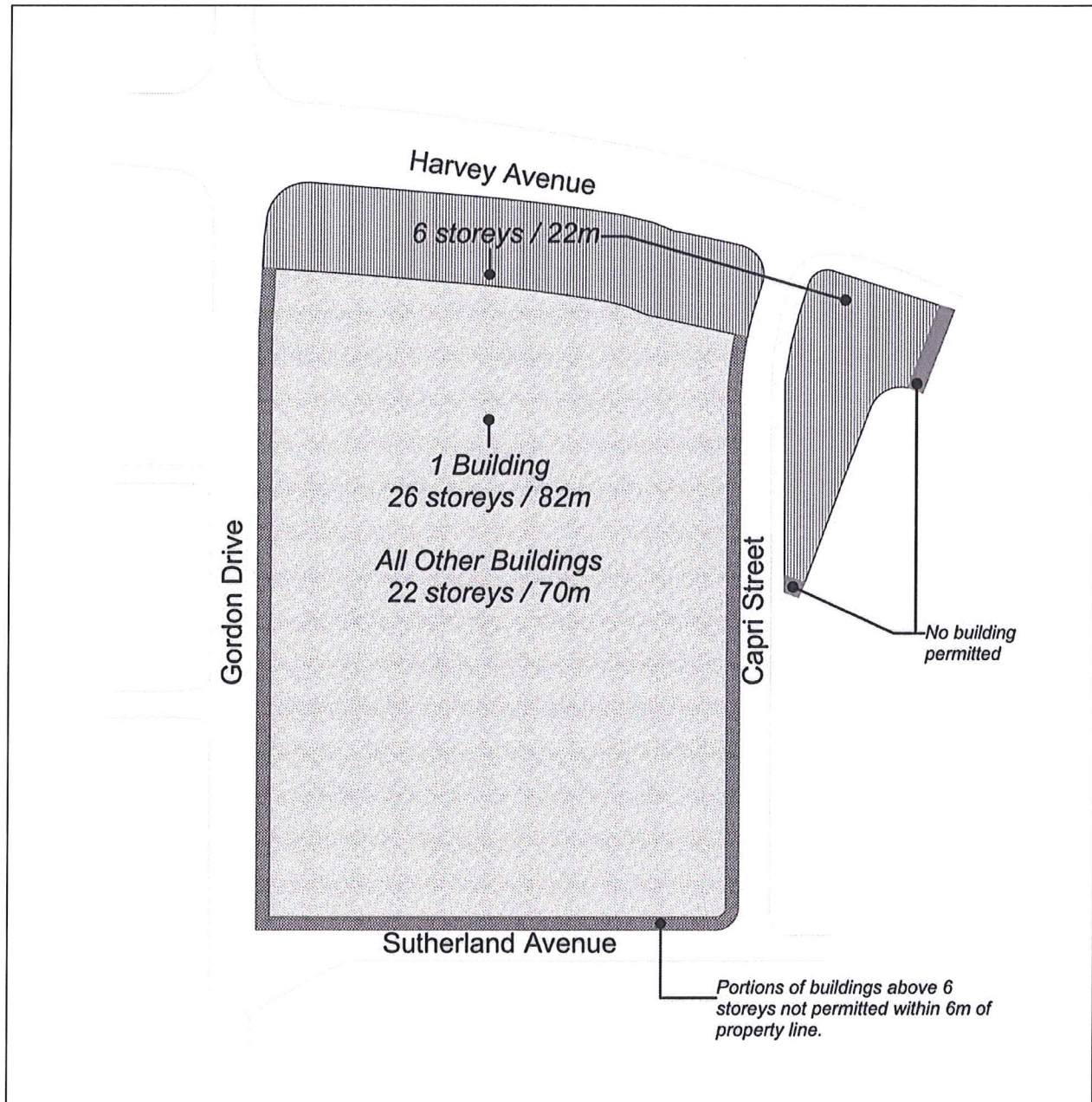


Figure 1.9: Height

1.10 Setbacks

- (a) The minimum **setback** to Harvey Road is 4.5 m
- (b) The minimum **setback** to Gordon Drive for all **buildings** or portions of the building located within 40m of Harvey Avenue is 0.0 m.
- (c) The minimum **setback** to Gordon Drive for all **buildings** or portions of the building located beyond 40m of Harvey Avenue is 3.0 m, excluding decks and patios.
- (d) The minimum **setback** to Capri Street for all **buildings** or portions of the building located within 40m of Harvey Avenue is 0.0 m.
- (e) The minimum **setback** to Capri Street for all buildings or portions of the building located beyond 40m of Harvey Avenue is 3.0 m, excluding decks and patios.
- (f) The minimum **setback** to Sutherland Drive is 3.0 m, excluding decks and patios.
- (g) All portions of buildings above 6 storeys shall be setback a minimum of 6m from Gordon Drive, Sutherland Avenue, and Capri Street.
- (h) The minimum **setback** to lands abutting the Capri Centre Lands is 7.5m.

1.11 Tall Buildings

- (a) The minimum separation distance between portions of **buildings** above 12 storeys is 30m.
- (b) The maximum floor plate for portions of **buildings** above 12 storeys is 650 m² (7,000 ft²) with one exception as described in 1.11(c)
- (c) The maximum floor plate for portions of one landmark building above 12 storeys is 696 m² (7,500 ft²)

1.12 Public Open Space

- (a) A minimum of 1.5 acres of publicly accessible open space shall be provided.

1.13 Amenities

Amenities shall be phased and provided concurrent with substantial new construction in a development stage and will be secured via Statutory Right of Way being registered on title securing public access. Amenities are:

Within Amenity Area A

- (a) one north-south pathway linkage extending from Harvey Road to the north face of the existing hotel;
- (b) an additional north-south pathway linkage located approximately near the bus station extending from Harvey Avenue to an internal drive aisle;
- (c) a surface parking area that includes landscape elements, trees, and electric hook-ups for occasional events.
- (d) all surface treatments pertaining to drive aisles, sidewalks, and landscape areas.

Within Amenity Area B

- (e) one north- south pathway linkage extending the full length of Amenity Area B, ensuring that the site is accessible for pedestrians and cyclists and connects the private drive aisle with Harvey Road;
- (f) all surface treatments pertaining to private drive aisles, sidewalks, and landscape areas.

Within Amenity Area C

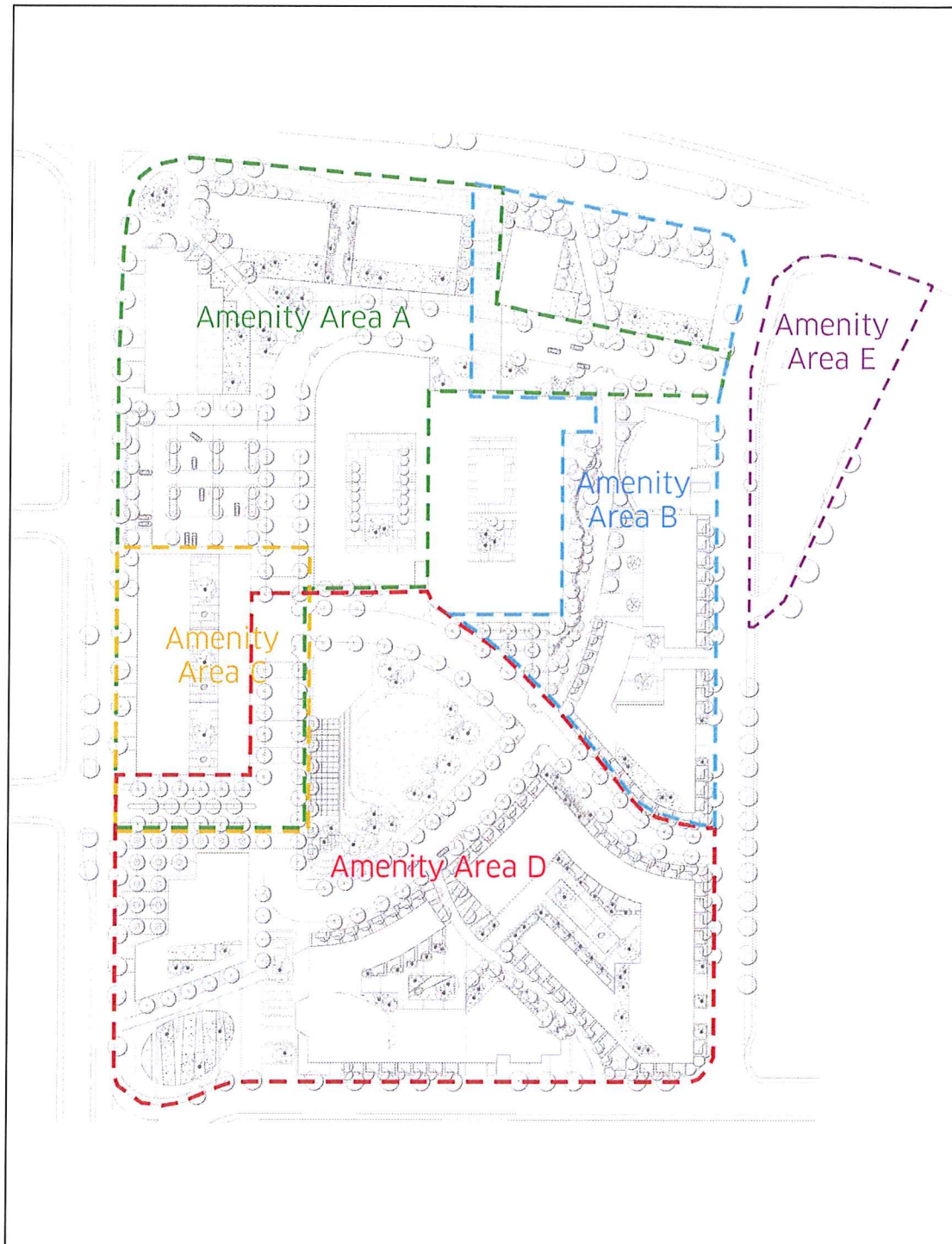
- (g) all surface treatments pertaining to private drive aisles, sidewalks, and landscape areas.

Within Amenity Area D

- (h) one publicly accessible open space that is flanked on at least one side by an internal drive aisle for a distance no less than 20m and has an area of 5,000 m² and includes an outdoor ice surface that is convertible to other uses outside of winter
- (i) in addition to the accessible open space identified in 1.11(h), one publicly accessible open space that is flanked on at least one side by an internal drive aisle or public street for a distance no less than 20m and has an area of 1,250 m²
- (j) two pathway linkages, ensuring that the site is accessible for pedestrians and cyclists and connects well with the surrounding community
- (k) all surface treatments pertaining to drive aisles, sidewalks, and landscape areas.

Within Amenity Area E

- (l) none



1.14 Parking and Loading

- (a) Parking spaces shall be designed in accordance with the parking regulations of **Section 8 – Parking and Loading** of this bylaw, with the exception that the minimum number of parking spaces required must be in accordance with Table 1.14.1 of this CD25 Zone.
- (b) Loading facilities shall be designed in accordance with the loading regulations of **Section 8 – Parking and Loading** of this bylaw, with the exception that the minimum number of parking spaces required must be in accordance with Table 1.14.2 of this CD25 Zone.
- (c) Bicycle parking shall be provided in accordance with the bicycle parking regulations of **Section 8 – Parking and Loading** of this bylaw.

Table 1.14.1: Parking Requirements

Residential Uses	
Residential	1.0 space per 1 dwelling unit
Visitor	Of the required parking for residential uses, 1.0 space per 7 dwelling units
Commercial Uses	
Commercial Uses	1.75 parking spaces per 100m ² GFA
Hotel Uses	
Hotel	1.0 space per 1 sleeping unit

Table 1.14.2: Loading Requirements

Commercial Uses	
Commercial Uses, excluding retail liquor sales establishments and grocery stores exceeding 1,858m ² (20,000 ft ²)	1.0 space per building with a commercial use
Retail liquor sales establishment	1.0 space per retail liquor sales establishment
Grocery store exceeding 1,858m ² (20,000 ft ²)	2.0 spaces per grocery store exceeding 20,000 ft ²
Hotel Uses	
Hotel	2.0 spaces per hotel

1.15 Other Regulations

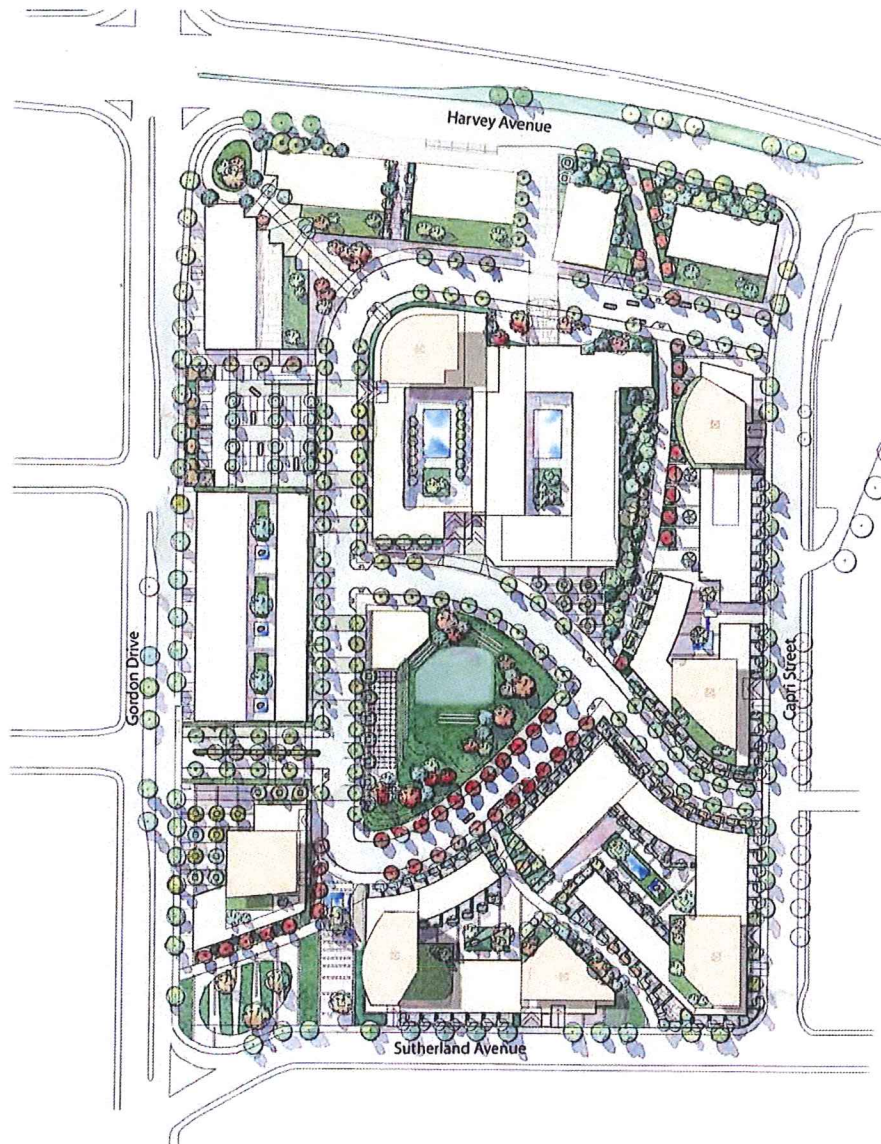
- (a) Apartment housing and major group homes require access to grade separate from the commercial uses. In the case of elevator equipped buildings, uses can share elevators provided security measures are in place to restrict access to residential areas.
- (b) A minimum area of 6.0 m² of **private open space** shall be provided per **bachelor dwelling**, 10.0 m² of **private open space** shall be provided per 1 **bedroom dwelling**, and 15.0 m² of **private open space** shall be provided per **dwelling** with more than 1 **bedroom**.
- (c) The development of new **drive-in food services** is not a permitted form of development in this zone in areas located more than 40m from Harvey Avenue.
- (d) In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 6 (accessory **development**, **yards**, projections

into **yards**, accessory **development**, lighting, stream protection, etc.), the **landscaping** and fencing provisions of Section 7, the parking and loading regulations of Section 8, and the specific **use** regulations of Section 9.

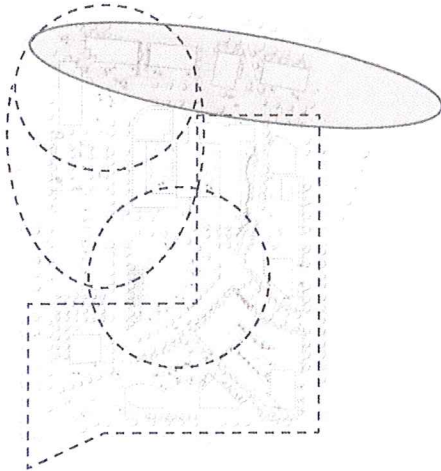
- (e) **Financial services** shall have a maximum total **gross floor area** of 500 m² unless a larger branch of the **financial services** establishment is located within the Downtown Urban Centre.

Capri Centre Design Guidelines

Annexure 1
CD 25 Development Area Guidelines



Harvey Avenue Urban Edge



The above sketch indicates the general location of the "Harvey Avenue Urban Edge" area. The 3D view provides an illustrative example of where - based on this concept plan - the Harvey Avenue Urban Edge guidelines would apply. The actual boundary may vary by 20 to 30m but should include all buildings immediately adjacent to Harvey Avenue.

The "Harvey Avenue Urban Edge" character area creates an important urban interface between the Capri Centre and Harvey Avenue. A continuous streetwall condition will provide an edge to Harvey Avenue, helping to create a sense of enclosure along this broadly dimensioned corridor and define the public space. This character area will include lower form buildings and a range of retail, office, and residential uses. A portion of this area overlaps with the "Transit-Oriented Commercial Focus" character area.

DESIGN GUIDELINES

Public Realm

- 1 The Harvey Avenue streetscape should be defined by generous sidewalks (approximately 3m) and broad landscape areas (approximately 5m - 8m).
- 2 North / south pedestrian connections shall be provided between buildings to provide visual and physical connections between Harvey Road and the interior portions of the site. Particular emphasis should be placed on a connection located approximately mid-block that provides a direct link to the entry of the hotel. Connections located closer to Gordon Drive should emphasize ease of pedestrian movement, anticipating high pedestrian volumes moving between transit services. Connections located further east on the site closer to Capri Street should emphasize landscape elements and serve as an initial component of a green link towards the Central Park.

- 3 Parking shall be located underground and driveway access shall be located off of an internal street (not Harvey Road) and care should be taken to minimize the visual impact of access points from the public realm.

Occupancies

- 4 Street level and second level units should include commercial uses such as retail or office. An emphasis should be placed on providing retail at street level to contribute to a more interesting streetscape. Above level 2, buildings may include office or residential uses.

Buildings' Relationship to the Street

- 5 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Residential entries should be lit and well-signed.
- 6 Weather protection shall be provided along the face of buildings where retail is present. This cover may take the form of fabric awnings or fixed, metal and glass canopies. The minimum width of weather protection should be 1.5 to 2.0 metres with a ground clearance of 2.75 metres to the underside of the structure.

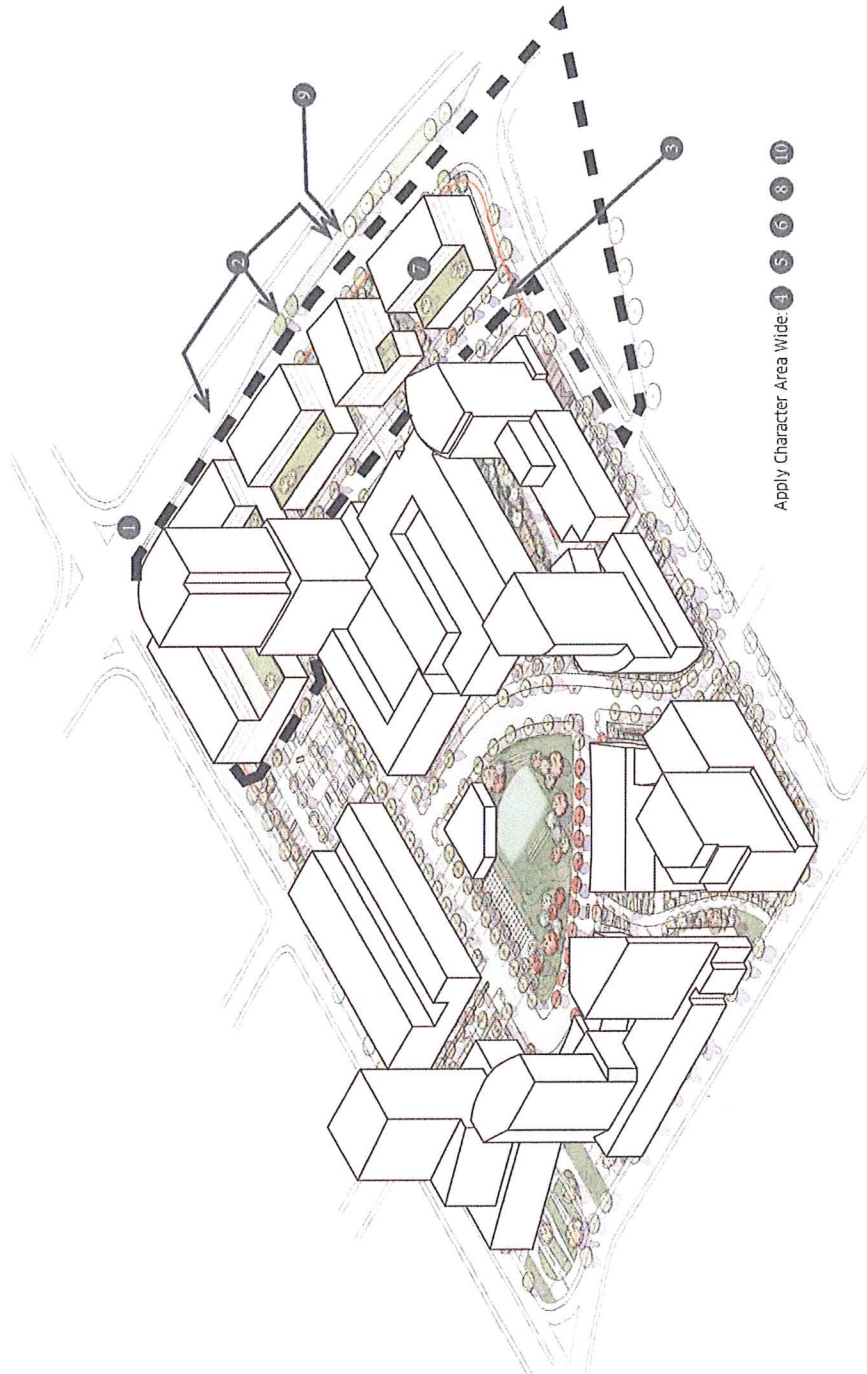
Building Massing

- 7 Buildings up to 6 stories are anticipated in this character area. To create a strong streetwall condition, upper level step backs are not required on the north-side of the buildings, though buildings should incorporate some articulation or texture through the use of recessed patios, balconies, vertical articulation of the facade. Upper level step backs are encouraged on the south side of the building providing an opportunity for rooftop access and open space.

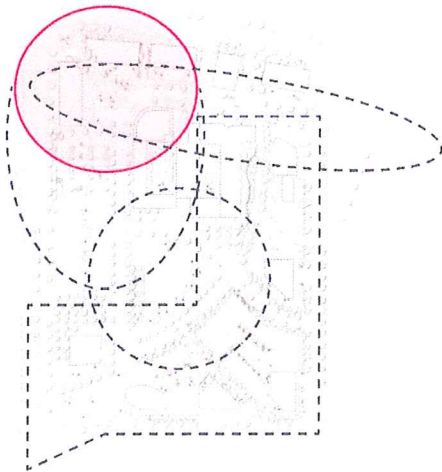
Landscape

- 8 Landscape design in this area should recognize the high volumes of pedestrian circulation. A range of surface materials may be deployed to signal traffic calm areas internal to the site where pedestrian and vehicle movements occur in close proximity. Sight lines between Harvey Avenue and the hotel as well as between Harvey Avenue and the proposed landmark tower should be retained, if possible, through the use of low-level landscaping or columnar - rather than large canopy - trees.
- 9 The pedestrian pathway linking Harvey Road to the "Central Park" along the crescent should include landscape elements that unite the park space with the crescent throughout the neighbourhood. Fruit trees are suggested.
- 10 Continuous street tree planting shall be provided.

Harvey Avenue Urban Edge



Transit-Oriented Commercial Focus



The above sketch indicates the general location of the "Transit-Oriented Commercial Focus" area. The 3D view provides an illustrative example of where - based on this concept plan - the Transit-Oriented Commercial Focus guidelines would apply. The actual boundary may vary by 20 to 30m

The "Transit-Oriented Commercial Focus" character area overlaps with both the Harvey Avenue Urban Edge and the "Commercial Core" areas. The guidelines outlined in each of those character areas apply but these additional guidelines are meant to encourage finer grained retail and enhanced pedestrian circulation at a level commensurate with being a transit interchange between two significant bus / bus rapid transit routes. In the case of conflict between guidelines, these guidelines supersede.

DESIGN GUIDELINES

Public Realm

- 1 The Harvey Avenue and Gordon Drive streetscape should be defined by generous sidewalks capable of handling both pedestrian movements and transit stations (approximately 4m to 5m). Broad landscape areas are proposed further east along Harvey Avenue, but are of secondary importance within this area. Maintaining ease of pedestrian movement - both connecting transit riders, local residents, employees, and shoppers - is of primary importance. Consequently, large areas of hard surfaces (such as stone, concrete pavers or concrete) are anticipated, punctuated by landscape elements.
- 2 The prominence of the Harvey and Gordon intersection may warrant the placement of public art in this high visibility location.
- 3 Notwithstanding prioritizing pedestrian movements, space allocated adjacent to storefronts for the outdoor display of commercial products is encouraged.

- 4 The generous provision of seating areas - either as informal seating such as a planter box edges or through the provision of specific street furnishings - is encouraged.
- 5 Pedestrian pathways connecting Gordon Drive or Harvey Avenue to the interior of the site should be designed to have clear site lines and meet CPTED guidelines in terms of lighting.

Occupancies

- 6 Street level and second level units should include commercial uses such as retail or office. An emphasis should be placed on providing retail at street level and office above to contribute to a more interesting streetscape. Above level 2, buildings may include office or residential uses.

Buildings' Relationship to the Street

- 7 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Residential entries should be lit and well-signed.
- 8 Robust weather protection shall be provided along building facades facing Harvey Avenue and Gordon Drive.
- 9 In this area, particular care should be given to contribute to a high level of transparency on all sides of buildings.

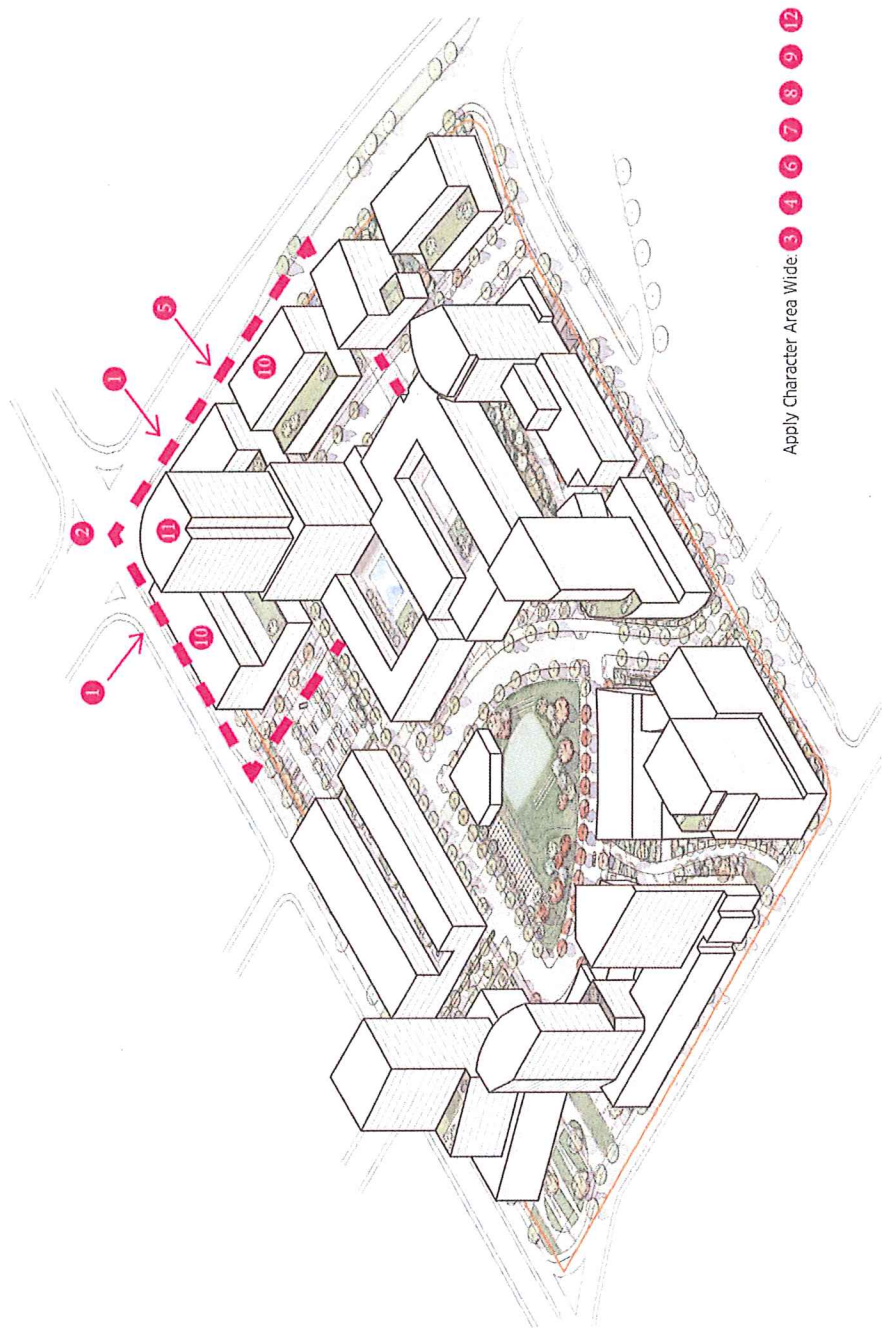
Building Massing

- 10 Buildings up to 6 stories are anticipated in this character area. To create a strong streetwall condition, upper level step backs are not required on the north-side of the buildings, though buildings should incorporate some articulation or texture through the use of recessed patios, balconies, vertical articulation of the facade. Upper level step backs are encouraged on the south side of the building providing an opportunity for rooftop access and open space.
- 11 One "landmark" tower of up to 26 storeys may be located in this area. The tower should have a strong vertical expression at the upper levels to provide design interest and, given its visual prominence, should include a distinctive "crown".

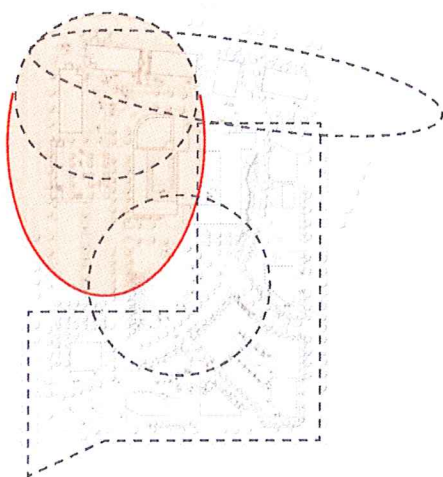
Landscape

- 12 Continuous street tree planting shall be provided.

Transit-Oriented Commercial Focus



Commercial Core



The above sketch indicates the general location of the "Commercial Core" area. The 3D view provides an illustrative example of where - based on this concept plan - the Commercial Core guidelines would apply. The actual boundary may vary by 20 to 30m.

The "Commercial Core" character area is the primary location for commercial shops and services at the Capri Centre. Commercial units ranging in size from supermarket to small-scale retail may be accommodated. Residential uses will also be present in this character area but, given the emphasis of commercial uses at street level, will largely be located at upper levels only. A portion of this area overlaps with the "Transit-Oriented Commercial Focus" character area.

DESIGN GUIDELINES

Public Realm

- 1 Continuous street tree planting and generous sidewalk space should characterize the public realm. To provide adequate space for sidewalk cafe seating, the outdoor display of commercial goods, and higher volumes of pedestrian traffic, trees may be planted in tree wells and grates rather than boulevards.
- 2 Sidewalk corner bulges, clearly demarcated crosswalks, and other pedestrian safety measures shall be incorporated to contribute to ease of movement for all ages and abilities.
- 3 Parking shall be located underground and driveway access shall be located off of an internal streets (not off of Harvey Road or Gordon Drive). Care should be taken to minimize the visual impact of parkade access points from the public realm.

- 4 Serving a large grocer, the inclusion of one surface parking lot is anticipated in this area. The surface parking lot shall be treed. The use of special materials such as concrete pavers (rather than asphalt) is encouraged. To facilitate the transformation of the space into a weekend or evening public market, electric outlets shall be prevalent.

Occupancies

- 5 Street level or second level units should include commercial uses such as retail or office. An emphasis should be placed on providing retail rather than office at street level to a more interesting streetscape. Above level 2, buildings may include office or residential uses. For buildings located greater than 60m from Harvey Avenue, street level residential uses are acceptable.

Buildings' Relationship to the Street

- 6 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Common residential entries should be lit and well-signed. Private residential entries (street level townhouses, for example) should be 3 to 5m away from the sidewalk to allow for patio space or landscape area and 0.75m to 1.25 m above street level.
- 7 Weather protection shall be provided along the face of buildings where retail is present. This cover may take the form of fabric awnings or fixed, metal and glass canopies. The minimum width of weather protection should be 1.5 to 2.0 metres with a ground clearance of 2.75 metres to the underside of the structure.
- 8 Buildings should be oriented towards the street and be located no more than 5m from the street edge to frame the public space and, in particular, create a sense of enclosure around the "market square" and "central park."

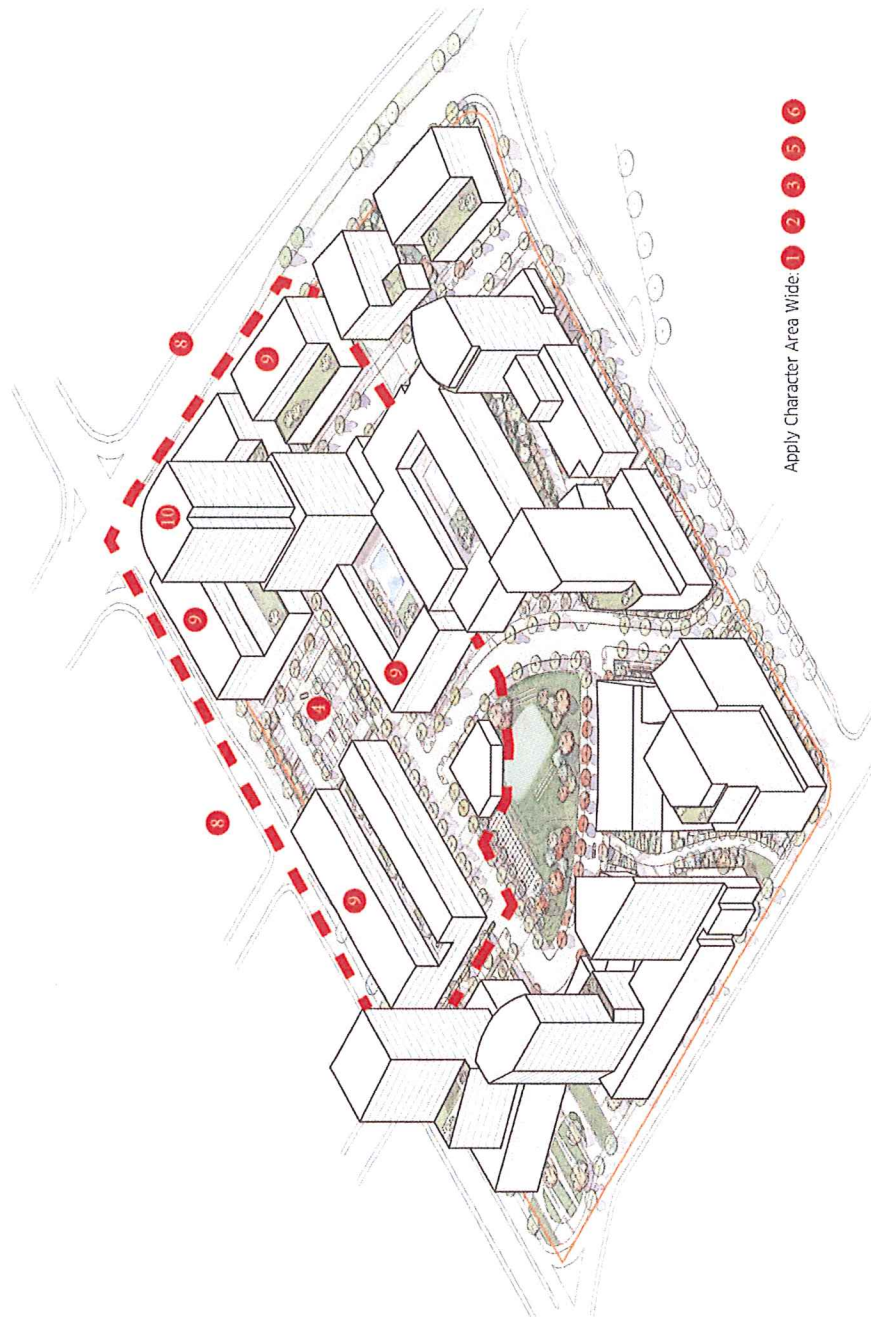
Building Massing

- 9 Buildings up to 6 stories are anticipated in this character area. To create a strong streetwall condition, upper level step backs are not required on the north-side of the buildings, though buildings should incorporate some of articulation or texture through the use of recessed patios, balconies, vertical articulation of the facade. Upper level step backs are encouraged on the south side of the building providing an opportunity for rooftop access and open space.
- 10 One "landmark" tower of up to 26 storeys may be located in this area, preferably in the overlap area with the "Transit-Oriented Commercial Focus." The tower should have a strong vertical expression at the upper levels to provide design interest and, given its visual prominence, should include a distinctive "crown". An additional tower - lower in height - may also be located in this character area away from Harvey Road.

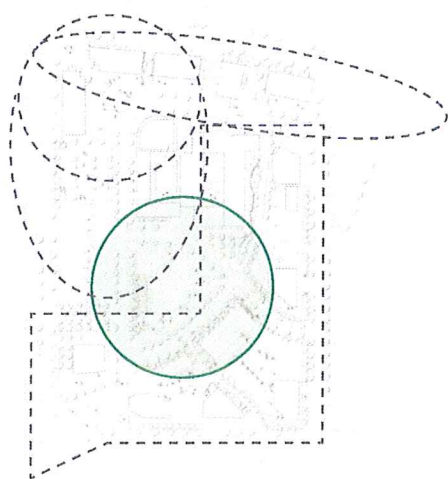
Landscape

- 11 Landscape design in this area should recognize the high volumes of pedestrian circulation. A range of surface materials may be deployed to traffic calm areas internal to the site where pedestrian and vehicle movements occur in close proximity. Sight lines between Harvey Avenue and the interior portion of the site should be retained, if possible, through the use of low-level landscaping or columnar - as opposed to large canopy - trees.

Commercial Core



Capri Central Park



The above sketch indicates the general location of the "Capri Central Park" area. The 3D view provides an illustrative example of where - based on this concept plan - the Capri Central Park guidelines would apply. The actual boundary may vary by 20 to 30m but should include the central park space, portions of the "Crescent" pedestrian linkage, and the front elevation of all podium elements of buildings that face onto the park.

The "Capri Central Park" character area is the proposed approximate location for a community open space to be used for gatherings and public events at all times of the year.

DESIGN GUIDELINES

Public Realm

- ① The public realm should be characterized by high quality and abundant landscape elements included in the park and ample pedestrian access.
- ② The park space shall be designed to accommodate a variety of passive and active uses and give consideration to encouraging use at all times of year. An outdoor ice rink (winter) that doubles as an amphitheatre (summer) or performance space shall be constructed.
- ③ Though the site is currently relatively flat, subtle contours or mounds may be introduced to provide dimension to the space and create informal seating or play spaces.
- ④ The park shall be adjacent to the street on at least two sides to contribute to public access and high visibility.

- ⑤ A "Crescent" pedestrian linkage, incorporating similar landscape elements such as paving materials, street furnishing, and street trees, should extend from the Central Park north towards Harvey Avenue. Additional visual and pedestrian links will extend to nearby Capri Street, Sutherland Avenue, and Gordon Drive.

Occupancies

- ⑥ The "Central Park" area is a neighbourhood scale public space to be used by both residents and visitors to the Capri Centre. As it is expected to be generally surrounded by residential uses, the inclusion of a small-scale commercial retail or community building is encouraged.

Building's Relationship to the Street

- ⑦ The only building envisioned entirely within this area is a small scale commercial and / or community building. The primary orientation of the building shall be to the park space, though care should be taken to contribute to an interesting streetscape by minimizing the length of blank walls facing the streets and by providing a main entrance, well-lit and prominently addressed, towards one of the streets. Garbage and recycling facilities should be shared with a nearby building, if possible.
- ⑧ Residential buildings should be directly oriented to the park. This means that all ground level units should have direct access to the street. Balconies or Juliet balconies are strongly encouraged along all podium elements of buildings that face the park.

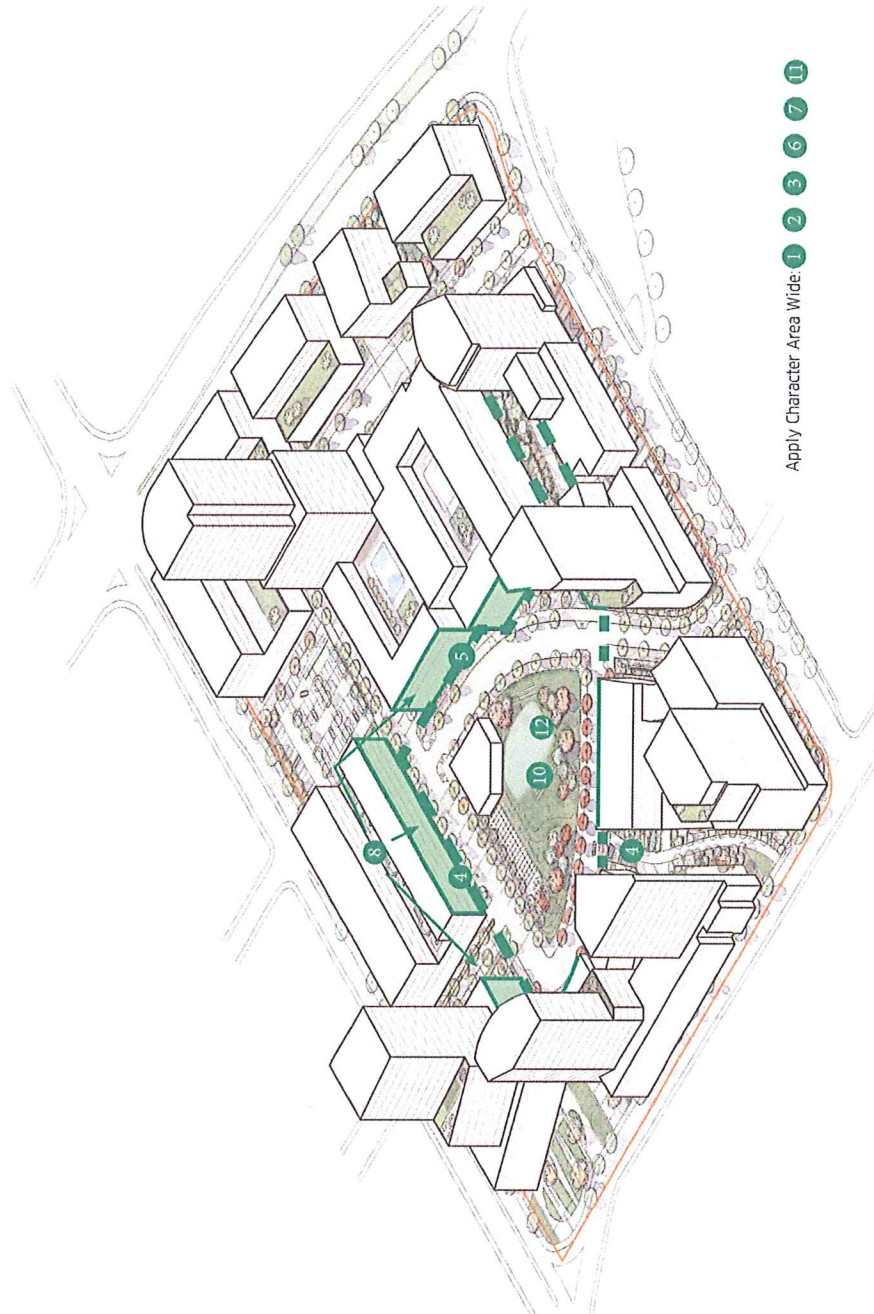
Building Massing

- ⑨ The community building within the park shall be no higher than two stories. In a two storey building, a portion of the second storey should be reserved as an outdoor patio.

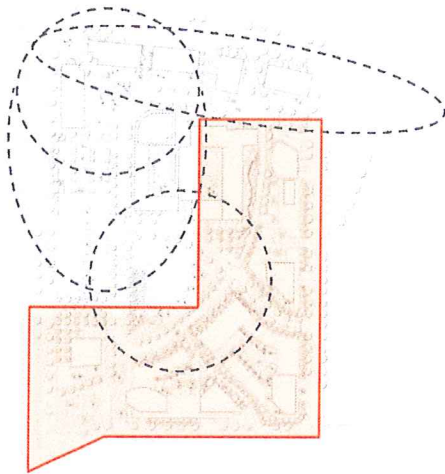
Landscape

- ⑩ Landscape should reinforce the role of the central park as a neighbourhood gathering space expected to attract people year round. Seasonal interest shall be considered in plant selection including fruit trees and plants with showy fall foliage. A selection of evergreen plants or plants with winter interest (bold branch structure, striking bark, or winter berries) shall also be incorporated.
- ⑪ Drought tolerant species are encouraged.
- ⑫ Though some hard surface areas are expected to facilitate outdoor seating, event space, or the ice rink, the emphasis on the park space should be on lush landscaping.

Capri Central Park



Residential Focus



The above sketch indicates the general location of the "Residential Focus" area. The 3D view provides an illustrative example of where - based on this concept plan - the Residential Focus guidelines would apply. The actual boundary may vary by 20 to 30m but is generally those portions of the Capri Centre flanking Sutherland Avenue and Capri Street but excluding those developments adjacent to Harvey Avenue.

The "Residential Focus" character area is the primary location for residential-only development at the Capri Centre. In all cases commercial uses are permitted as part of a mixed-use development, but given the commercial focus at Gordon Drive and Harvey Avenue and the surrounding residential uses, this character area is envisioned as having a strong residential quality.

DESIGN GUIDELINES

Public Realm

- 1 Continuous street tree planting and landscaped boulevards should characterize the public realm.
- 2 Additional landscape areas between the sidewalk and building faces shall be provided.
- 3 Through-block pedestrian connections from Sutherland Avenue and Capri Street should have clear sight lines and visual access into the internal areas of the Capri Neighbourhood, particularly towards the park.
- 4 Additional consideration should be given to incorporating bicycle infrastructure along Sutherland Avenue.

Occupancies

- 5 The majority of space in this area will be for residential uses including street-level "townhouse" style housing and condominium use in podium and tower forms. Allowance for small-scale neighbourhood serving retail along Sutherland Avenue is acceptable.

Building's Relationship to the Street

- 6 All buildings should emphasize a high level of transparency at ground level achieved through extensive use of windows. Facades should incorporate - through articulation or change in materials - vertical delineation every 8m to 12m in order to facilitate the inclusion of small-scale retail tenants. Common residential entries should be lit and well-signed. Private residential (street level townhouses, for example) entries should be 3 to 5m away from the sidewalk to allow for patio space or landscape area and 0.75m to 1.25 m above street level.
- 7 Weather protection shall be provided along the face of buildings where retail is present. This cover may take the form of fabric awnings or fixed, metal and glass canopies. The minimum width of weather protection should be 1.5 to 2.0 metres with a ground clearance of 2.75 metres to the underside of the structure.
- 8 Buildings should be oriented towards the street and be located no more than 5m from the street edge to frame the public space and, in particular, create a sense of enclosure around the "market square" and "central park."

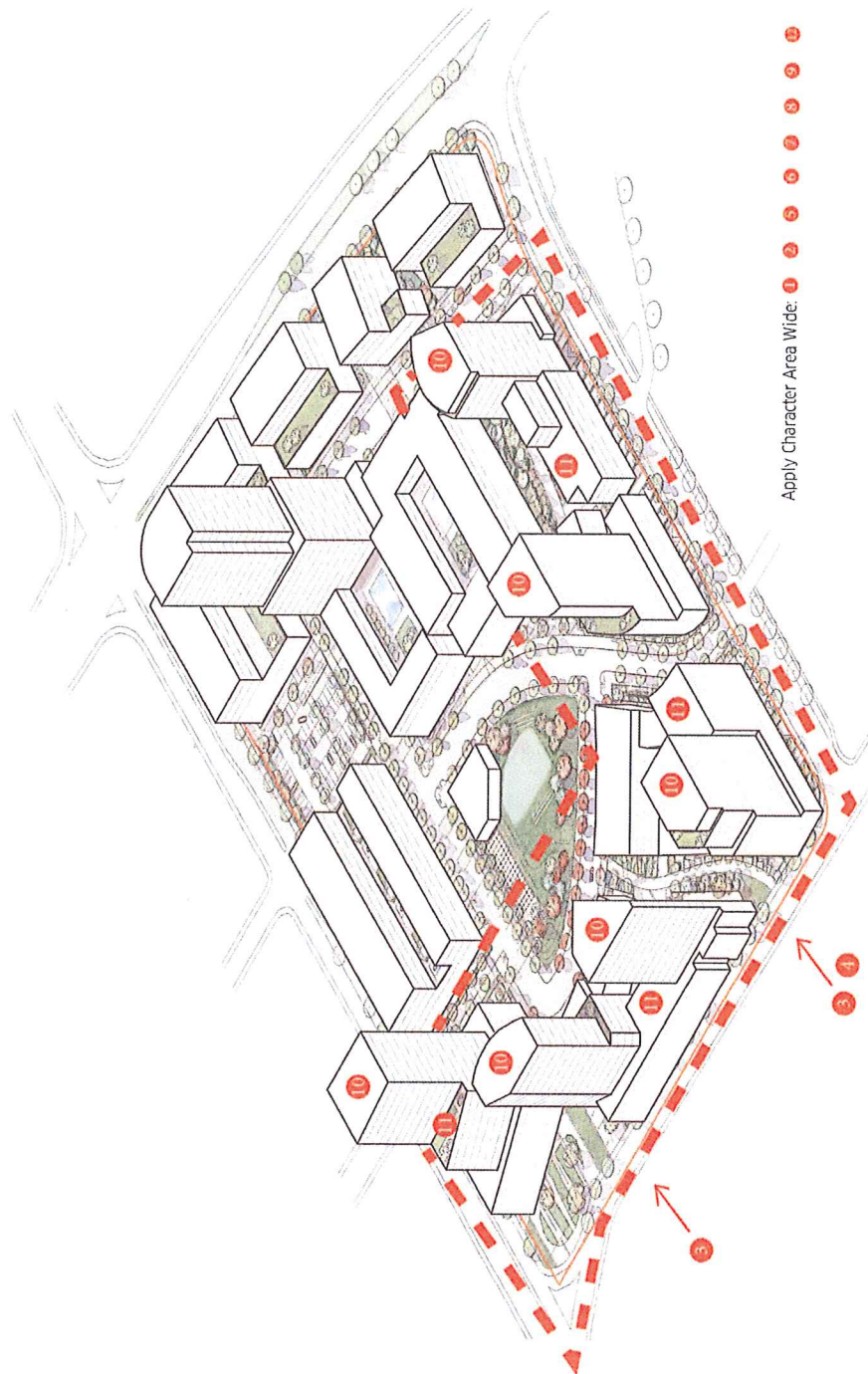
Building Massing and Design

- 9 Smaller-scaled figurative elements shall be used at lower-levels to break up the massing of the building. Tower forms should have strong vertical elements to define upper levels and extensive glazing. Solar shading devices are acceptable.
- 10 Tower heights should range from 14 to 22 storeys while podium elements will range from 4 to 8 storeys.
- 11 Rooftop spaces of podium elements (less than 14 storeys) shall not be left bare but should be utilized as amenity space for residents of each building or should incorporate a green roof.

Landscape

- 12 Landscape design in this area should employ a narrow range of species in order to unify the character area as a whole.

Residential Focus



CITY OF KELOWNA
BYLAW NO. 11016
Z12-0056 - RG Properties Ltd.
1755 Capri Street, 1835 Gordon Drive and 1171 Harvey
Avenue

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot A, District Lot 137, ODYD, Plan KAP64836, located on Gordon Drive, Lot B, District Lot 137, ODYD, Plan KAP64836, located on Harvey Avenue and Lot C, District Lot 137, ODYD, Plan KAP64836, located on Capri Street , Kelowna, B.C., from the C4 - Urban Centre Commercial zone, the C4rls - Urban Centre Commercial (Retail Liquor Sales) zone and the C4lp - Urban Centre Commercial (Liquor Primary) zone to the CD25 - Capri Centre Comprehensive Development zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA

BYLAW NO. 10999

Amendment No. 22 to Sign Bylaw No. 8235

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts that the City of Kelowna Sign Bylaw No. 8235 be amended as follows:

1. THAT SECTION 6 - SPECIFIC ZONE REGULATIONS, sub- section 6.1, be amended by deleting "Major Commercial (C3, C4, C6, C7, C8 and CD22 Sub-Areas A&B)*" and replacing it with "Major Commercial (C3, C4, C6, C7, C8, CD22 Sub-Areas A&B and CD24 Sub Area A, CD25)*"
2. This bylaw may be cited as "Bylaw No. 10813, being Amendment No. 22 to the Sign Bylaw No. 8235".

Read a first, second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: 9/19/2014

RIM No. 1250-30

To: City Manager

From: Urban Planning, Community Planning & Real Estate (AC)

Application: Z14-0026 **Owner:** 561655 BC LTD., INC. NO. BC0561655

Address: 1280 Glenmore Dr **Applicant:** Randy Therrien

Subject: Rezoning Application

Existing OCP Designation: MRL - Multiple Unit Residential, Low-Density

Existing Zone: RU1 - Large Lot Housing

Proposed Zone: RM2 - Low Density Row Housing

1.0 Recommendation

THAT Bylaw No. 10994 be forwarded for rescindment consideration;

AND THAT Rezoning Application No. Z14-0026 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Section 29, Township 26, ODYD, Plan 29608, located on 1280 Glenmore Drive, Kelowna, BC from the RU1 - Large Lot Housing zone to the RM2 - Low Density Row Housing zone as shown on Map "B" attached to the report from Urban Planning Department dated September 19th 2014, be considered by Council;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zone Amending Bylaw be subsequent to the following:

1. Requirements of Development Engineering Branch being completed to their satisfaction;
2. Approval of a Subdivision Preliminary Layout Review (PLR) including the dedication of both the north/south laneway and a second laneway connection from that lane westwards to Mountainview Street;
3. AND FURTHER THAT a Section 219 Building Use covenant be registered on the subject property limiting the development to nine dwelling units in order to prevent the development of any additional dwellings not contemplated by this permit.

2.0 Purpose

To rescind Bylaw No. 10994 at first reading and to rezone the subject property from the RU1 - Large Lot Housing zone to the RM2 - Low Density Row Housing in order to develop a freehold five unit townhouse and a freehold four unit townhouse.

3.0 Urban Planning Department

3.1 Background

Staff supported the original rezoning proposal to allow a freehold five unit townhouse development on the eastern portion of the subject property and three medium lot single family dwellings on the western portion. That proposal was negotiated after lengthy discussions between Staff and the applicant due to the sensitivity of density within the neighbourhood. The Official Community Plan (OCP) designates the subject property and all the properties to the north (between Mountainview Street & Glenmore Drive) as MRL - Multiple Unit Residential (Low Density). Originally, the applicant approached Staff and wanted to meet the OCP's goals by proposing two five unit freehold townhouses on each side of the lane. However, Staff anticipated the neighbourhood's concern for density and lane congestion and recommended to the applicant to reduce the density prescribed by the OCP. This would have been achieved by amending the OCP on the western portion of the subject property from MRL - Multiple Residential (Low Density) to S2RES - Single / Two Unit Residential and rezoning the western portion to RU2 in order to create three single family lots. The lot frontages of each RU2 lot would have been 14.55m compared to an average Mountainview lot frontage of 20.7m. Despite the OCP envisioning greater density along Mountainview Street as compared to the surrounding single family development, the smaller RU2 zoned single family development was seen by Staff as an appropriate transition for this neighbourhood between the larger surrounding RU1 lots and the five unit townhouses on the eastern portion of the subject property.

At the public hearing on August 26th 2014, Council suggested the applicant consider adding a westward lane through the subject property connecting Mountainview Street to the north/south lane. At that meeting, Council and Staff heard from the residents that emergency access, lane congestion, and the density were all concerns. Council passed the following resolution:

THAT further readings consideration of Bylaw No. 10994 be deferred so the applicant and staff may determine an appropriate use and lane location for the western portion of the parcel;

AND THAT staff report back to council as appropriate following discussions with the applicant.

3.2 Planning considerations

Staff originally did not recommend a lane to Mountainview Street as it was considered redundant and would eliminate one RU2 lot. The applicant would be responsible for the costs of installing the lane and dedicating it to the City. The City's Development Engineering Branch recommends that if the lane is to be a requirement, it be located on the south side of the property as this would be better from a site lines and traffic safety perspective in addition to being a visible barrier between the OCP designated MRL properties to the north and the S2-RES properties to the south. However, placing the lane in this location will also require the applicant to relocate the existing telephone poles and associated utilities.



Due to the cost of adding the lane and relocating the utility, the applicant will abandon the OCP amendment to reduce the future land use designation and meet the goals of the OCP by providing a four unit freehold townhouse along Mountainview Street.

This proposal is consistent with the Official Community Plan (OCP) Future Land Use designation for the area. This proposal would not need any variances and has provided the required number of off-street parking stalls.

The only concern Staff has with both the current and original applications is the potential to add additional dwelling units within the townhouses after the new home owners move in. The RM2 zone does not restrict the number of dwelling units to nine but due to the site limitations including parking this is the effective maximum density for ground oriented housing. Any additional dwelling units would trigger additional parking requirements and as a result staff are recommending that a Section 219 Building Use covenant be registered on title that states only one dwelling unit is permitted per lot.

A Development Permit is required to review the form and character of the proposed development and will be brought forward to Council if the zoning is approved.

To address Council Policy No. 367 with respect to public consultation, the applicant has undertaken neighbour consultation by individually contacting the adjacent neighbours as described in the attached *Schedule 'A'*. No major issues were identified during the initial consultation with neighbouring parcels.

4.0 Proposal

4.1 Project Description

The subject property currently contains one single detached dwelling that will be demolished and is proposed to be replaced with a five unit townhouse development on the eastern portion of the subject property and a four unit townhouse development of the western portion of the subject property.

4.2 Site Context

The site area is approximately 1,942 m² and is located within a well established residential neighbourhood. The Kelowna Golf and Country Club is located to the east directly across Glenmore Drive. The subject property is designated MRL (Multiple Residential - Low Density) and the lot is within the Permanent Growth Boundary. Specifically, the adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU1 - Large Lot Housing RU2 - Medium Lot Housing	Residential
East	P3LP - Parks and Open Space (Liquor Primary)	Golf Course
South	RU1 - Large Lot Housing	Residential
West	RU1 - Large Lot Housing	Residential

Subject Property Map: 1280 Glenmore Drive



4.3 Zoning Analysis Table

Zoning Analysis Table		
CRITERIA	RM2 ZONE REQUIREMENTS	PROPOSAL
Development Regulations		
	Principal Bldg	Principal Bldg
Height	9.5 m (2.5 storeys) To the midpoint of the roof	9.5 m (2.5 stories) to the Peak
Front Yard	4.5 m	> 4.5 m
Side Yard	4.0 m	4.0 m
Flanking Side Yard	0.0 m with party wall agreement	0.0 m with party wall agreement
	n/a	n/a
Rear Yard	6.0 m for 1 or 1 ½ storeys 7.5 m for 2 or 2 ½ storeys	7.5 m
Site coverage of buildings	50 %	35.9 %
Site coverage of buildings, driveways & parking	55 %	46.8 %
Other Regulations		
Minimum Parking Requirements	2 / dwelling unit = 10 parking stalls	10
Private Open Space	25 m ² / dwelling unit	Greater than 25 m ² / dwelling unit

5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Sensitive Infill.² Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height, and siting.

6.0 Technical Comments

6.1 Building & Permitting Department

- Development Cost Charges (DCC's) are required to be paid prior to issuance of any Building Permits.
- Full Plan check for Building Code related issues will be done at time of Building Permit applications.

¹ City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

6.2 Development Engineering Department

- See attached

6.3 Fire Department

- No concerns with the concept but a lane cannot be considered as access for the fire department.

7.0 Application Chronology

Date of Application Received: June 5th 2014
Date of Public consultation: July 7th 2014
Date of Last Public Hearing: August 26th 2014

Report prepared by:

Adam Cseke, Planner

Reviewed by:

☐

Ryan Smith, Urban Planning Manager

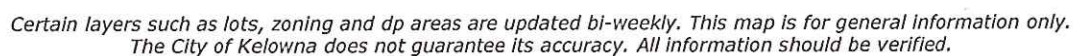
Approved for Inclusion:

☐

Doug Gilchrist, Community Planning & Real Estate Div. Dir.

Attachments:

Site Plan / Landscape Plan
Colour Board
Conceptual Elevations
Development Engineering Comments



CITY OF KELOWNA

MEMORANDUM

Date: July 2, 2014
File No.: Z14-0026

To: Urban Planning (AC)

From: Development Engineering Manager (SM)

Subject: 1280 Glenmore Drive

RUI to RM2

Development Engineering Department have the following comments and requirements associated with this application. The road and utility upgrading requirements outlined in this report will be a requirement of this development.

The Development Engineering Technologist for this project is Sergio Sartori

General

- a) Requirements of the subdivision application no. S14-0023 must be satisfied before bylaw adoption.
- b) Provide easements as may be required.

1. Domestic Water and Fire Protection

- (a) The existing lot is serviced with two (2) 19mm diameter water service. The developer's consulting engineer will determine the domestic and fire protection requirements of this proposed development and establish hydrant requirements and service needs. Only one service will be permitted for this development.
- (b) If it is determined that upgrades to the remaining water/hydrant distribution system must be made to achieve the required fire flows, additional bonding will be required.

2. Sanitary Sewer

- (a) The existing lot is serviced with two (2) 100mm diameter sanitary services. The developer's consulting engineer will confirm the requirements of this proposed development. Only one service will be permitted for this development.

3. Storm Drainage

- (a) The property is located within the City of Kelowna drainage service area. The Subdivision, Development and Servicing Bylaw requires that each lot be provided with an individual connection; however, the City Engineer may permit use of individual ground water disposal systems, where soils are suitable. For on-site disposal of drainage water, a hydro geotechnical report will be required complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems for each lot.

- (b) The development is required to contain and dispose of site generated storm drainage on the site by installing a ground recharge system designed by the consulting civil engineer. The existing lot does not presently have a storm drainage service.

4. Road Improvements

- (a) Glenmore Drive is upgraded to a full urban standard including curb & gutter, sidewalk; therefore no further upgrades are required with the exception of the driveway access removal. Access will be from the lane.
- b) Lane must be constructed and paved to the City standard SS-R2.

5. Subdivision

By registered plan to provide the following:

- (a) Dedicate a 6m lane thru the site as part of subdivision application S14-0023.
- (b) Grant statutory rights-of-way if required for utility services.

6. Electric Power and Telecommunication Services

The electrical services to this development must be installed in an underground duct system, and the building must be connected by an underground service. It is the developer's responsibility to make a servicing application with the respective electric power, telephone and cable transmission companies to arrange for these services which would be at the applicant's cost.

7. Street Lighting

Street lighting including underground ducts have been installed on all roads fronting on the proposed development but must be reviewed to determine if current standards have been met.

8. Engineering

Road and utility construction design, construction supervision, and quality control supervision of all off-site and site services including on-site ground recharge drainage collection and disposal systems, must be performed by an approved consulting civil engineer. Designs must be submitted to the city engineering department for review and marked "issued for construction" by the city engineer before construction may begin.

9. Design and Construction

- (a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- (b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- (c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).

- (d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- (e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

10. Servicing Agreements for Works and Services

- (a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- (b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

11. Geotechnical Report

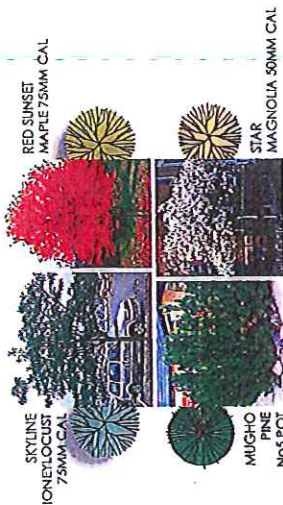
As a requirement of this application the owner must provide a geotechnical report prepared by a Professional Engineer qualified in the field of hydro-geotechnical survey to address the following:

- (a) Area ground water characteristics.
- (b) Site suitability for development, unstable soils, etc.
- (c) Drill and / or excavate test holes on the site and install piezometers if necessary. Log test hole data to identify soil characteristics, identify areas of fill if any. Identify unacceptable fill material, analyse soil sulphate content, Identify unsuitable underlying soils such as peat, etc. and make recommendations for remediation if necessary.
- (d) List extraordinary requirements that may be required to accommodate construction of roads and underground utilities as well as building foundation designs.
- (e) Additional geotechnical survey may be necessary for building foundations, etc.

Steve Muenz, P. Eng.
Development Engineering Manager
SS

1. All plants, material and planting practices to conform to the BCNA 'BC Landscape Standard' - 7th Edition
2. Contractor to provide a warranty and maintenance period of 1 year on all plants and materials. Plants and materials that fail before end of the warranty period shall be replaced by the contractor.
3. Contractor to verify the location of all existing utilities on the site.
4. All planting areas to receive 450mm of topsoil.
5. All planting beds to be crowned with 1 in 10 slope to avoid flat appearance.
6. Prior to delivery to site, a representative sample and test results of topsoil should be made available to the consultant for approval.
7. No plant species substitution will be accepted without the written consent of the consultant.
8. All planting beds to receive 75 mm depth of Ogo - Grow mulch.

Notes



SHRUBS, GRASSES, PERENNIALS MIN # 2 POT



1280 GLENMORE ROAD

Conceptual Landscape Plan

CIO
ENGINEERING PLANNING DESIGN

0 5 10 20
METERS

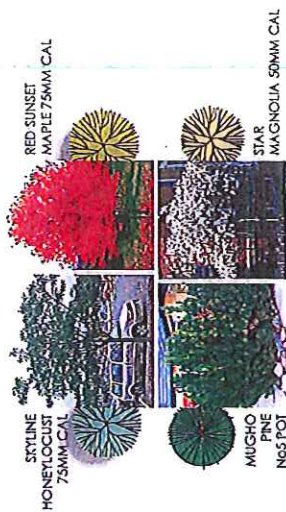




1280 GLENMORE ROAD - PROPOSED DEVELOPMENT AND NEIGHBOURHOOD CONTEXT Conceptual Landscape Plan CIO

ENGINEERING PLANNING URBAN DESIGN

- Notes**
1. All plants, material and planting practices to conform to the BCNA 'BC Landscaping Standard' - 7th Edition
 2. Contractor to provide a warranty and maintenance period of 1 year on all plants and materials. Plants and materials that fail before end of the warranty period shall be replaced by the contractor.
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SHRUBS, GRASSES, PERENNIALS MIN # 2 POT



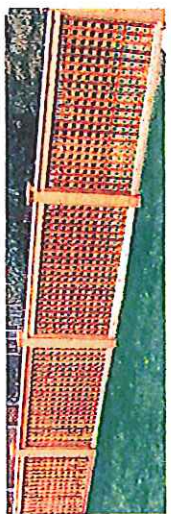
REED GRASS
LAVENDER
BLUE FESCUE
BLUE OAT GRASS
DAYLILY
RUBBECKIA
ROSE
OREGON GRAPE
BARBERRY
ROSE OF SHARON
DWARF BURNING BUSH

1280 GLENMORE ROAD

Conceptual Landscape Plan

cio
ENGINEERING PLANNING URBAN DESIGN

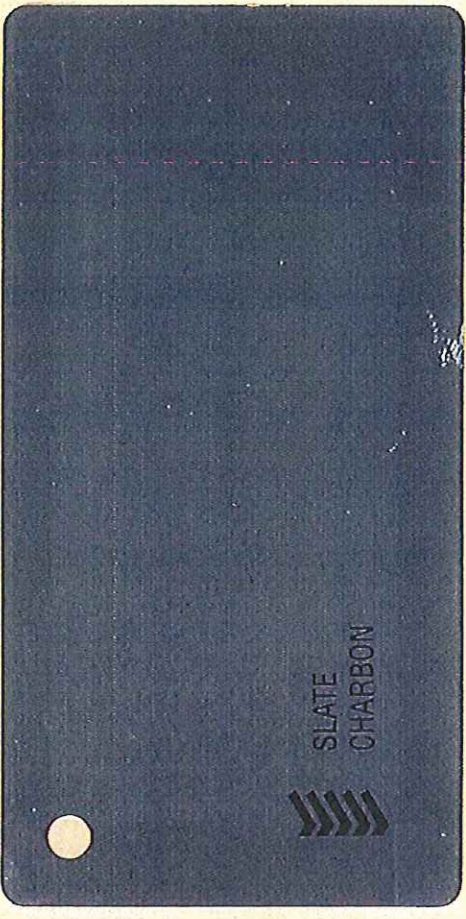
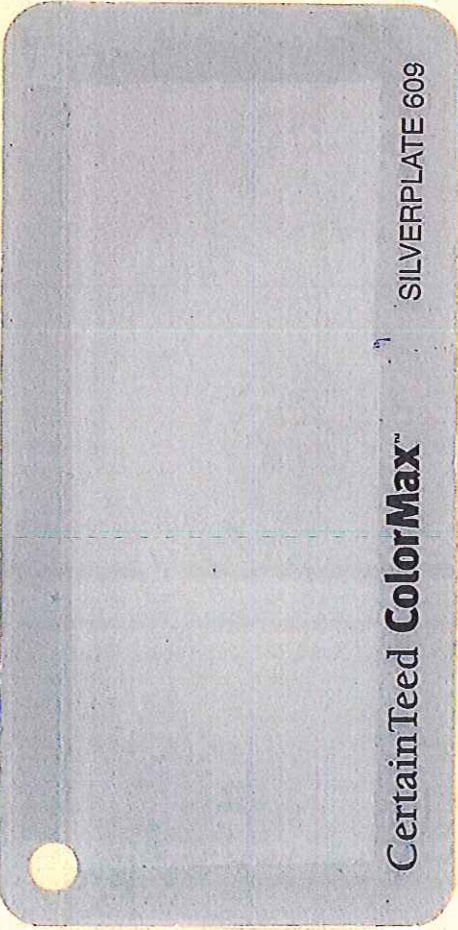
0 5 10 20 METERS



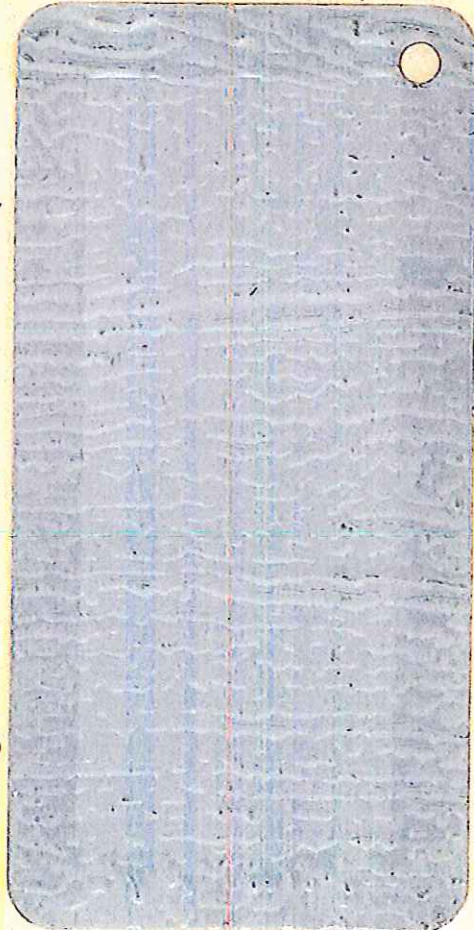
1280 GIENMORE DRIVE - MULTI FAMILY PROJECT

Smart Trim
Corner/Window Trim - Cable Ends - Scaffolds/Cutters.
Downspouts.

Main Siding Colour



Garage Door Colour & material



Placement
As per Plans

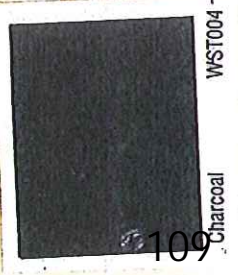


Stacked Stone

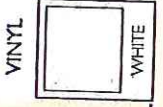
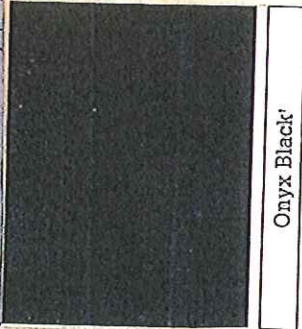


Black River Stacked Stone

Wood Brackets
& Details - Cedar
Weather one semi
transparent stain.



Roofing
Shingles.



20' ORIGINAL LANE

LANE

REVISED PLANS

JUL 15 2014

CITY OF KELOWNA
Land Use Management

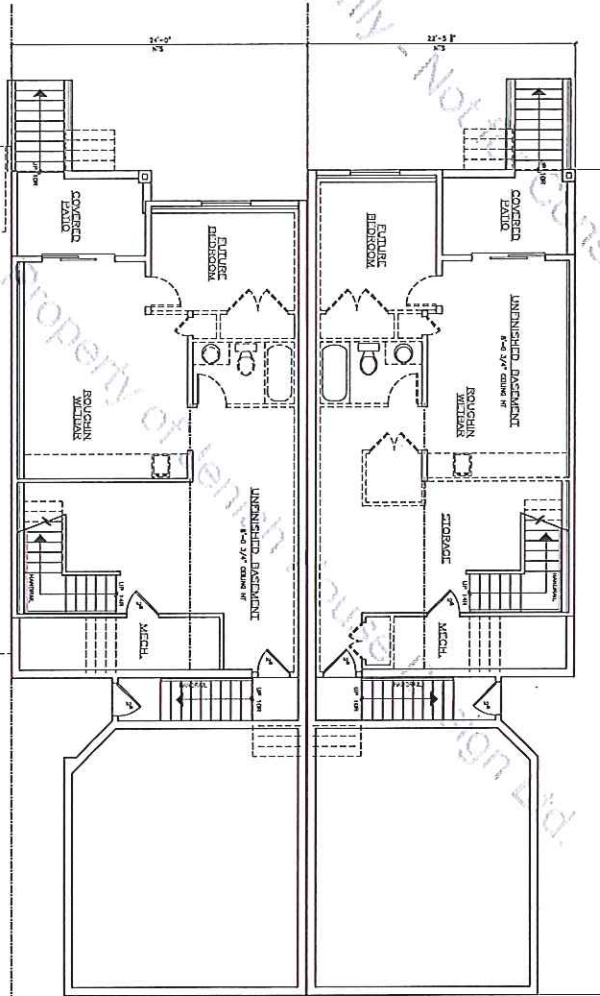


JENISH HOUSE DESIGN LIMITED

HOW OFFICE
213-151 COMMERCIAL DRIVE
KILGORE, B.C., V8R 1V2
(718) 713-8232
TOLL FREE 1-800-451-8232

For Approval Purposes Only - Not for Construction

Property of Jenish House Design Ltd.



UNIT "A" - END UNIT
LOWER FLOOR PLAN
AREA = 640.2 SQ. FT.
8'-0 3/4" CEILING HEIGHT

UNIT "8" - INTERIOR UNIT
LOWER FLOOR PLAN
AREA = 680.1 SQ. FT.
8'-0 3/4" CEILING HEIGHT

REVISED PLANS

JUL 15 2014

CITY OF KELOWNA
Land Use Management

MULTI-UNIT DEV.
LOWER FLOOR PLAN

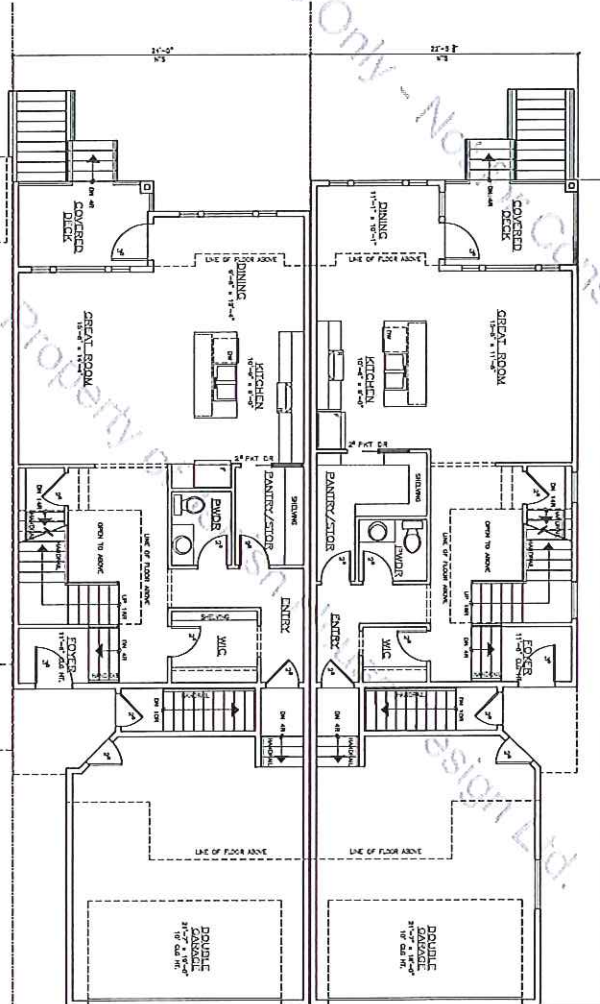
REVISIONS	DATE	BY	APP'D
1	07/15/14	JHD	JHD
2	07/15/14	JHD	JHD
3	07/15/14	JHD	JHD
4	07/15/14	JHD	JHD
5	07/15/14	JHD	JHD
6	07/15/14	JHD	JHD
7	07/15/14	JHD	JHD
8	07/15/14	JHD	JHD
9	07/15/14	JHD	JHD
10	07/15/14	JHD	JHD



JENISH HOUSE DESIGN LIMITED

411

For Approval Purposes Only - Not for Construction



UNIT "A" - END UNIT
MAIN FLOOR PLAN

AREA = 1960 SQ. FT.
GARAGE AREA = 442 SQ. FT.
9'-0" 3/4" CEILING HEIGHT

UNIT "B" - INTERIOR UNIT
MAIN FLOOR PLAN

AREA = 1933.1 SQ. FT.
GARAGE AREA = 442 SQ. FT.
9'-0" 3/4" CEILING HEIGHT

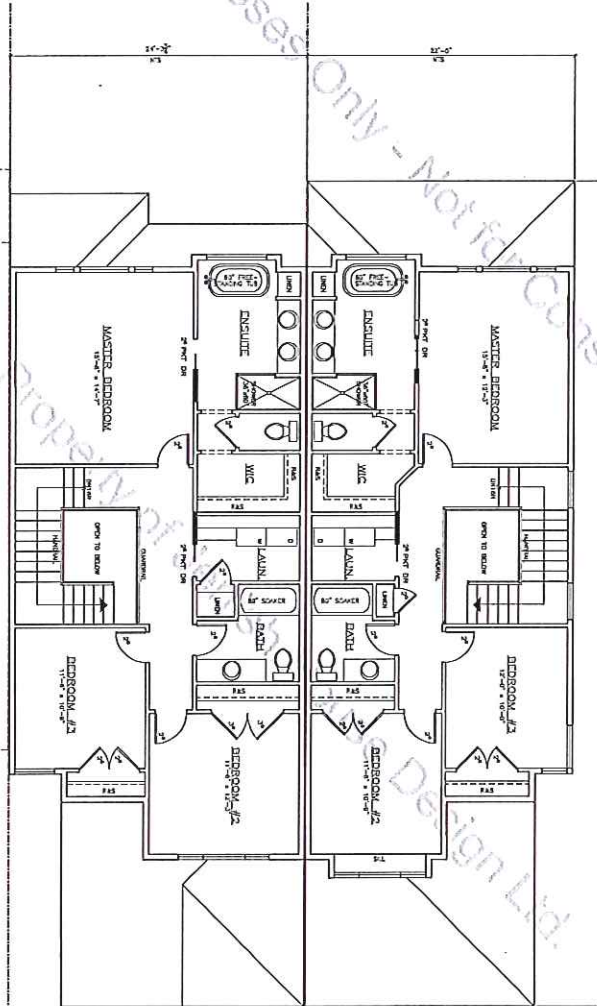
REVISED PLANS

JUL 15 2014

CITY OF KELOWNA
Land Use Management

MULTI-UNIT DEV.
MAIN FLOOR PLAN

For Approval Purposes Only - Not for Construction



UNIT "A" - END UNIT
SECOND FLOOR PLAN
AREA = 598.7 SQ. FT.
8'-0 3/4" CEILING HEIGHT

UNIT "B" - INTERIOR UNIT
SECOND FLOOR PLAN
AREA = 1080.1 SQ. FT.
8'-0 3/4" CEILING HEIGHT

REVISED PLANS

JUL 15 2014

CITY OF KELOWNA
Land Use Management

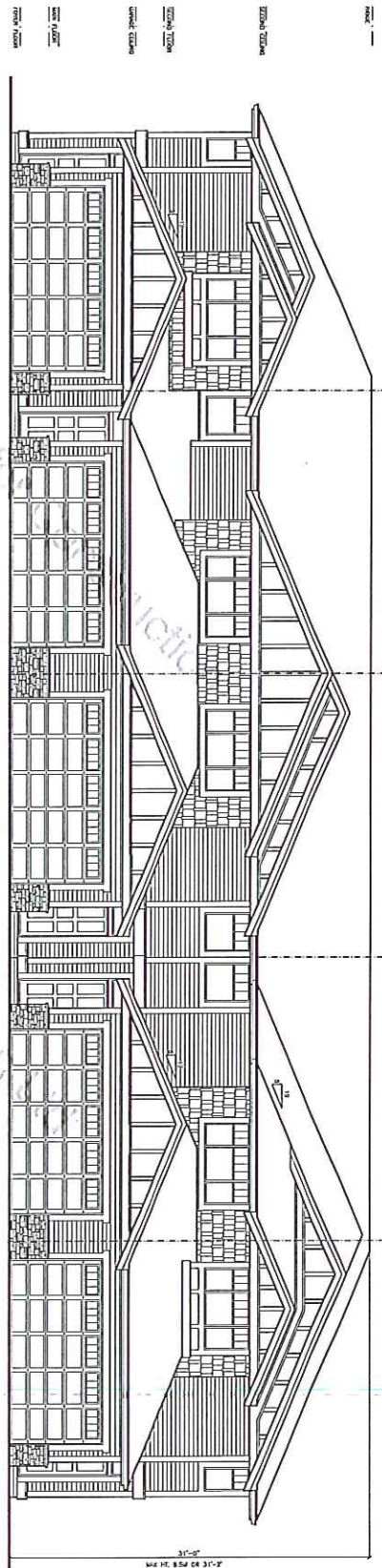
MULTI-UNIT DEV.
SECOND FLOOR PLAN

REVISIONS	DATE	BY	APP'D
1	07/15/14	JENISH	JENISH
2	07/15/14	JENISH	JENISH
3	07/15/14	JENISH	JENISH
4	07/15/14	JENISH	JENISH
5	07/15/14	JENISH	JENISH
6	07/15/14	JENISH	JENISH
7	07/15/14	JENISH	JENISH
8	07/15/14	JENISH	JENISH
9	07/15/14	JENISH	JENISH
10	07/15/14	JENISH	JENISH

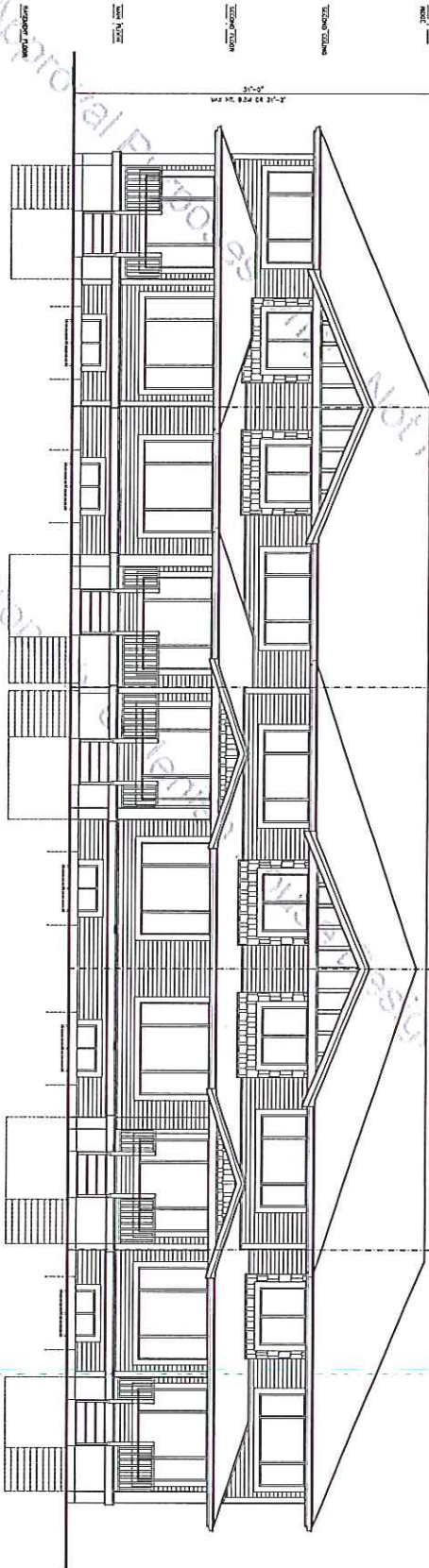


JENISH HOUSE DESIGN LIMITED

413



REAR ELEVATION



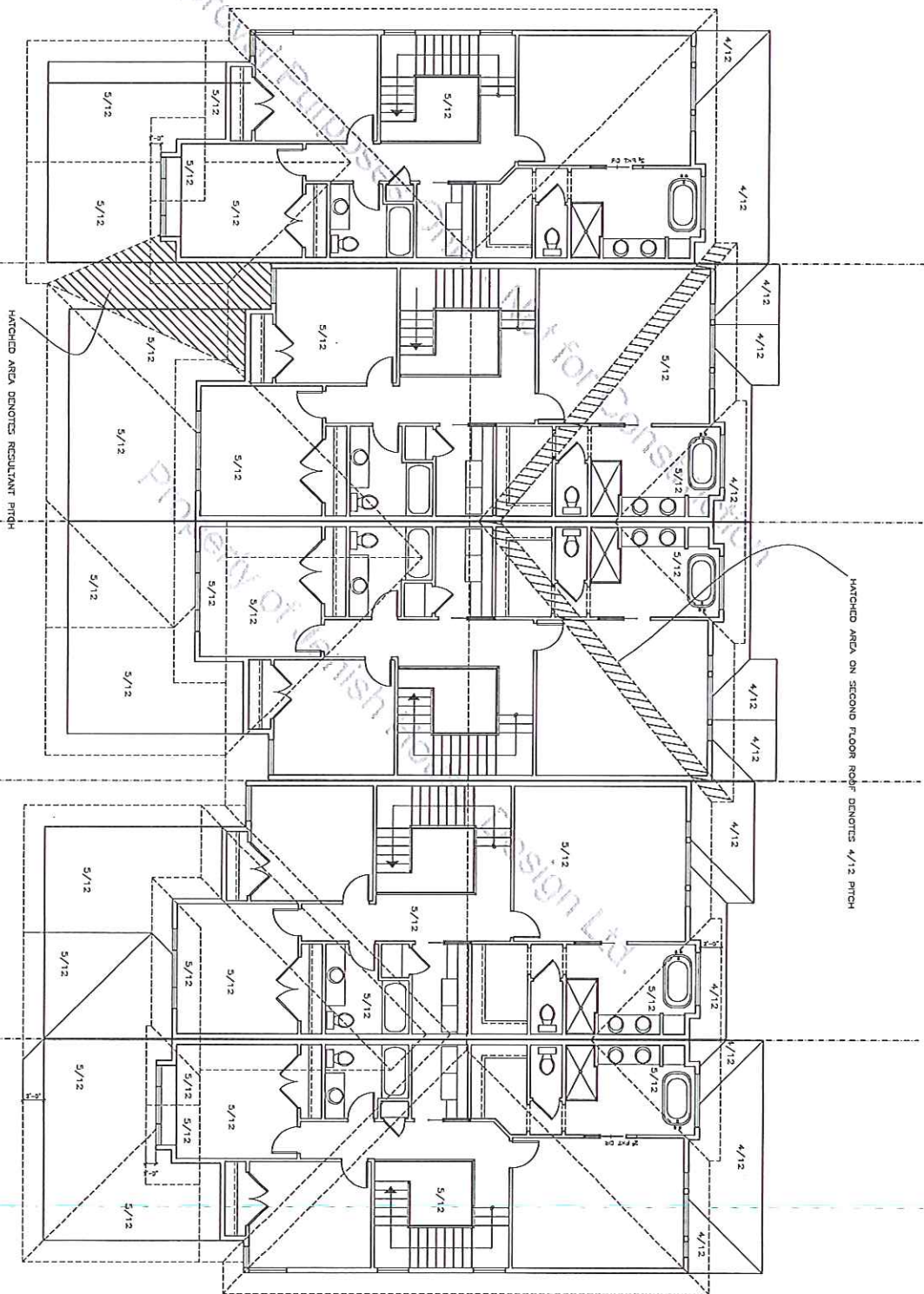
REVISED PLANS

JUL 15 2014

MULTI FAMILY

CITY OF
Land Use Planning

For Approval Purposes Only
 Property of Jenish House Design Ltd.



REVISED PLANS

JUL 15 2014

CITY OF KELOWNA
 Land Use Management

MULTI-UNIT DEV.
 ROOF LAYOUT

REVISION	DATE	BY	CHKD
1	JUL 2014	JHD	JHD
2	AUG 2014	JHD	JHD
3	SEP 2014	JHD	JHD
4	OCT 2014	JHD	JHD
5	NOV 2014	JHD	JHD
6	DEC 2014	JHD	JHD
7	JAN 2015	JHD	JHD
8	FEB 2015	JHD	JHD
9	MAR 2015	JHD	JHD
10	APR 2015	JHD	JHD



JENISH HOUSE DESIGN LIMITED

116

PLAN OF PROPOSED SUBDIVISION OF LOT 1 SECTION 29 TOWNSHIP 26 ODYD PLAN 29608

SCALE: 1:400 METRES



1280 GLENMORE DRIVE
PID: 004-249-437



DATE: MAY 12, 2014

Ferguson Land Surveying & Geomatics Ltd.
B.C. AND CANADA LAND SURVEYORS
404-1630 PANDOSY STREET, KELOWNA, B.C.
TELEPHONE (250) 763-3115 FAX (250) 763-0321

JOB No 19875-PROP-SUB

S:\Shawed (Aug 19, 2009)\job_files\19875\19875-PROP-SUB.DWG
DWG: BY: CF PG: 1/1

CITY OF KELOWNA
BYLAW NO. 10994
Z14-0026 - 561655 BC LTD., INC.NO. BC0561655
1280 Glenmore Drive

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 1, Section 29, Township 26, ODYD, Plan 29608 located on 1280 Glenmore Drive, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RM2-Low Density Row Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 11th day of August, 2014.

Rescinded at first reading by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

CITY OF KELOWNA
BYLAW NO. 11020
Z14-0026 - 561655 BC Ltd. Inc. No. BC0561655
1280 Glenmore Drive

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of Lot 1, Section 29, Township 26, ODYD, Plan 29608, located on Glenmore Drive, Kelowna, B.C., from the RU1 - Large Lot Housing zone to the RM2 - Low Density Row Housing zone.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REPORT TO COUNCIL



Date: October 6, 2014

RIM No. 1250-30

To: City Manager

From: Urban Planning, Community Planning & Real Estate (LB)

Application: Z14-0035 **Owner:** Orchard Park Shopping Centre Holdings Inc.

Address: 2271 Harvey Avenue **Applicant:** Kelowna Farmers' & Crafters' Market

Title: 2014 09 24 Report Z14-0035 2271 Harvey Ave

Existing OCP Designation: MXR - Mixed Use (Residential / Commercial)

Existing Zone: C6 - Regional Commercial

Proposed Zone: C6rls - Regional Commercial (Retail Liquor Sales)

1.0 Recommendation

THAT Rezoning Application No. Z14-0035 to amend City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of a portion of Lot 1, District Lot 127, ODYD, Plan KAP53260 except Plans KAP56123 and EPP3467, located on 2271 Harvey Avenue, Kelowna, BC, from the C6 - Regional Commercial zone to the C6rls - Regional Commercial (Retail Liquor Sales) zone, as shown on Map "A" attached to the Report of the Urban Planning Department dated October 6, 2014, be considered by Council;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration.

2.0 Purpose

To consider a proposal to rezone a portion of the subject property to allow for licensed manufacturers of liquor to sell products and offer samples at the Kelowna Farmers' and Crafters' Market.

3.0 Urban Planning

Staff support the proposed rezoning to allow for licensed manufacturers of liquor to sell and offer samples at the Kelowna Farmers' and Crafters' Market. The proposal is consistent with the Zoning Bylaw regulations for the C6rls zone and the Official Community Plan (OCP) direction to support farmers' markets.

4.0 Proposal

4.1 Project Description

The Kelowna Farmers' and Crafters' Market is seeking to rezone the east portion of 2271 Harvey Avenue to the C6rls - Regional Commercial (Retail Liquor Sales) zone to allow licensed manufacturers of liquor to sell and offer product samples at the Market. This could include licensed wineries, breweries and distilleries. The Market typically operates at this location on Wednesdays and Saturdays between 8 am and 1 pm from April through October.

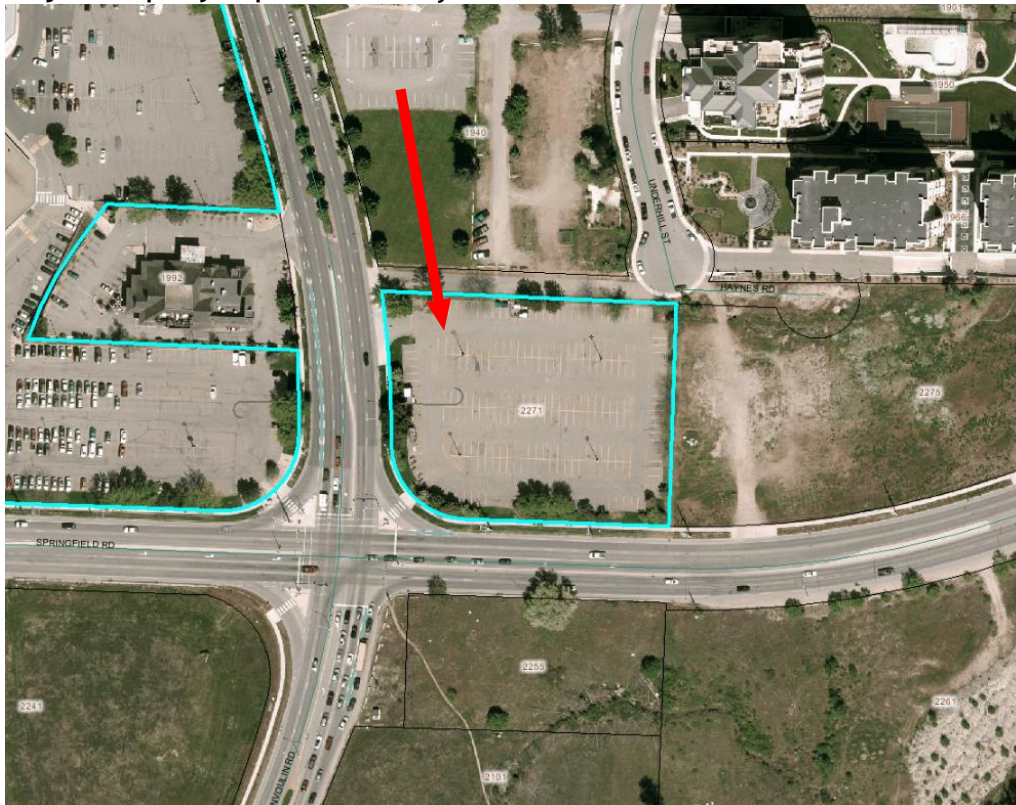
4.2 Site Context

The subject property is a parking lot owned by Orchard Park Shopping Centre Holdings Inc. The OCP Future Land Use designation of the subject property is MXR - Mixed Use (Residential / Commercial), and it is within the Permanent Growth Boundary and the Midtown Urban Centre. The surrounding area is a mix of commercial, institutional and residential uses as well as vacant agricultural land.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	C6 - Regional Commercial A1 - Agriculture 1	School District No. 23 Administration Office Vacant land
East	A1 - Agriculture 1	Vacant land
South	A1 - Agriculture 1	Vacant land
West	C6 - Regional Commercial	Orchard Park Shopping Centre

Subject Property Map: 2271 Harvey Avenue



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Development Process

Farmer's Markets.¹ Support the development of farmer's markets on non-ALR sites. ALR sites located near the urban - rural edge, in accessible, central locations may be considered if a non-ALR alternative cannot be secured.

6.0 Technical Comments

6.1 Development Engineering Department

The requested application does not compromise any municipal infrastructure or services.

This application does not trigger any offsite upgrades. See attached memorandum dated September 11, 2014.

6.2 Interior Health

Provided this application is serviced by community sewer and water this office has no concerns with liquid waste or drinking water.

If this application is to proceed, permitting may be required and questions can be directed to the Kelowna Health Centre, Health Protection Office.

6.3 RCMP

No comments received.

7.0 Application Chronology

Date of Application Received: September 3, 2014

Report prepared by:

Laura Bentley, Planner

Reviewed by:

☐

L. Ganczar, Urban Planning Supervisor

Approved for Inclusion

☐

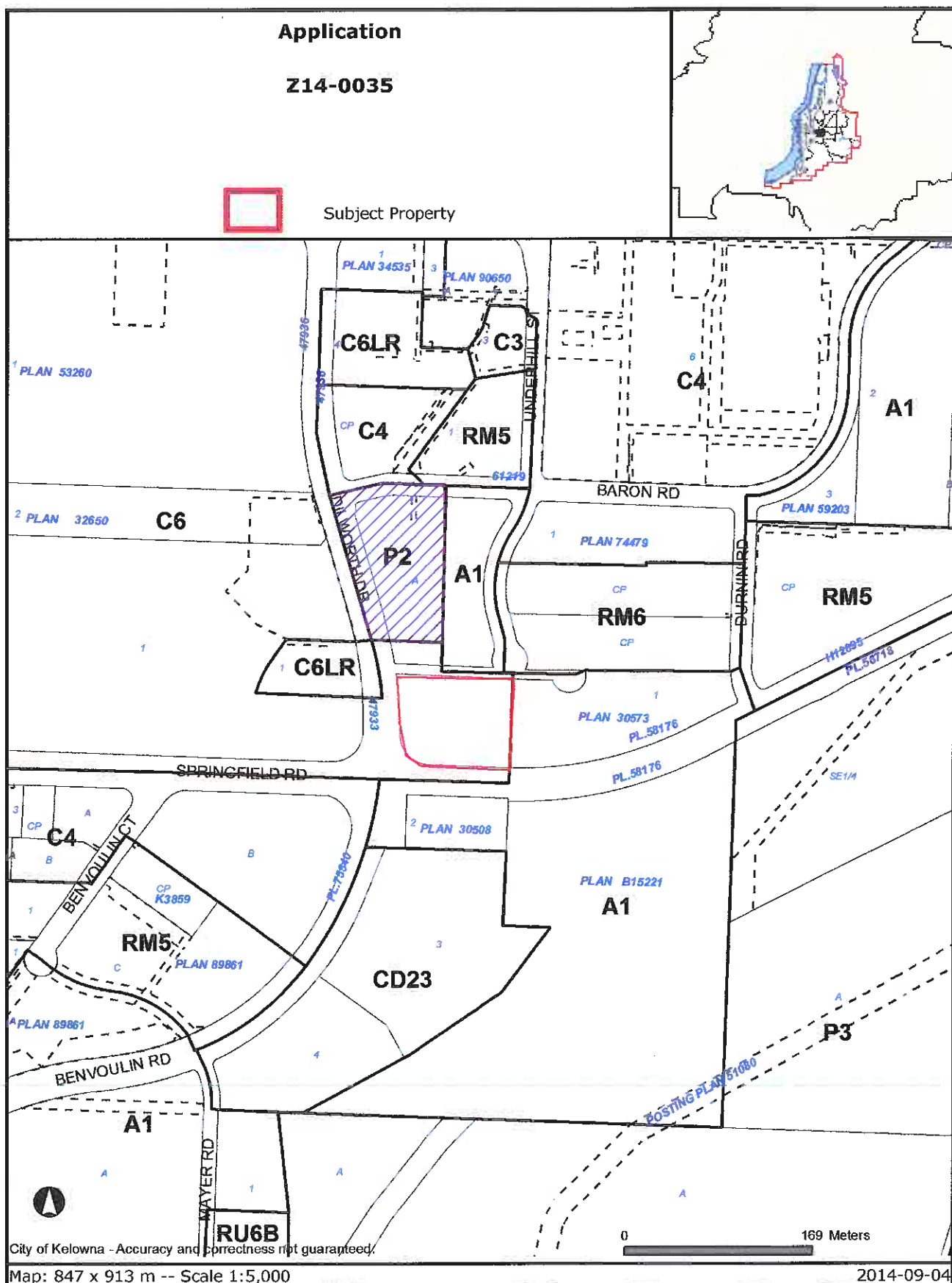
R. Smith, Urban Planning Manager

Attachments:

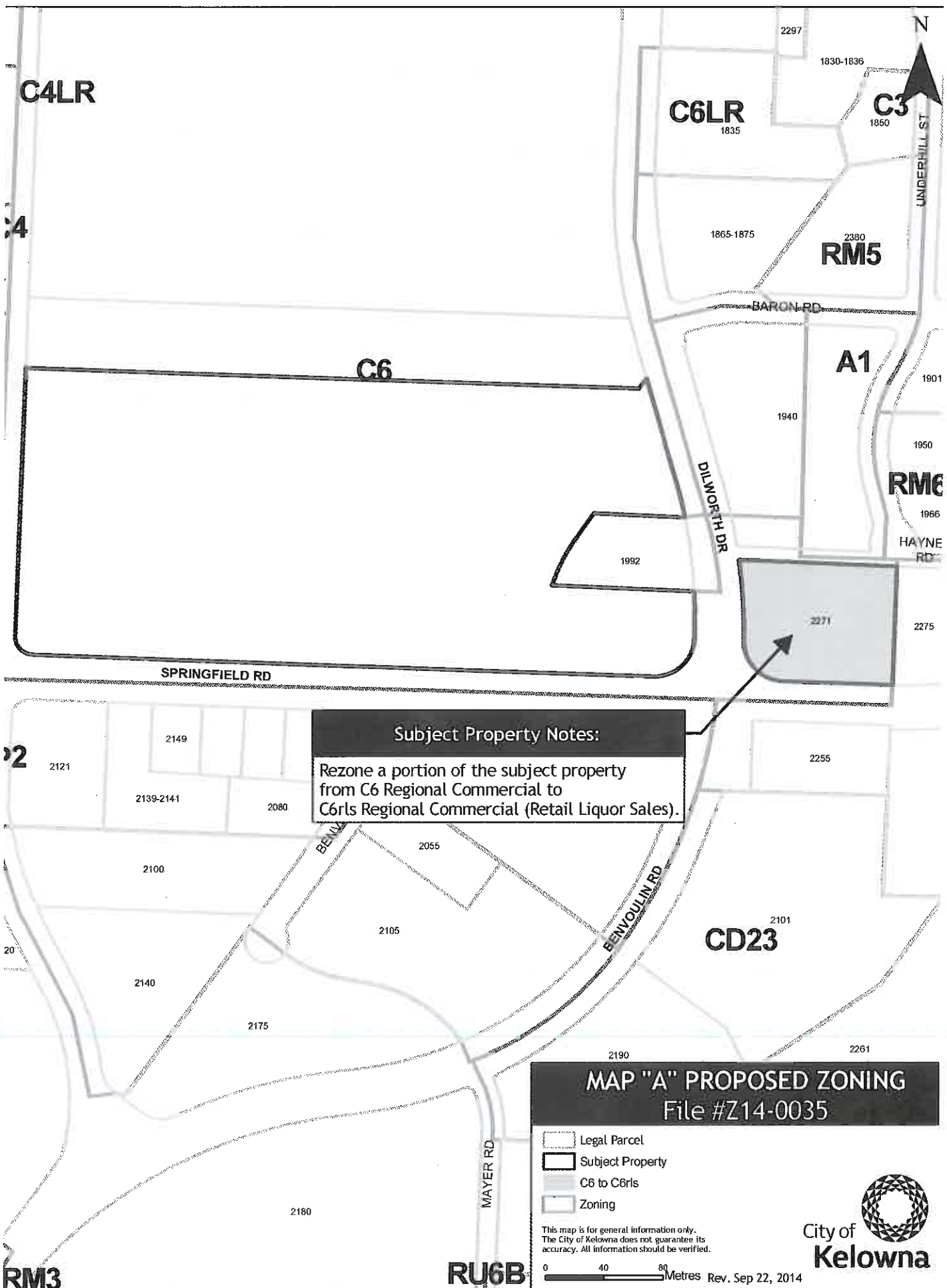
Map "A"

Development Engineering Memorandum

¹ City of Kelowna Official Community Plan, Policy 5.12.1 (Development Process Chapter).



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.




CITY OF KELOWNA
MEMORANDUM

Date: September 11, 2014
File No.: DVP14-0134 214-0035
To: Urban Planning (LB)
From: Development Engineer Manager (SM)
Subject: 2217 Harvey Ave. Lot 1 Plan 53260, D.L. 127, ODYD

The Development Engineering Branch comments and requirements regarding for this rezoning application to allow the retail of alcoholic wares are as follows:

1. General.

- a) The requested application to allow manufacturers of alcohol based products to provide samples and sell their merchandise at the Farmers and Crafters market does not compromise any Municipal infrastructure or services.
- b) This application does not trigger any offsite upgrades.



Steve Muenz, P. Eng.
Development Engineering Manager

B²

CITY OF KELOWNA
BYLAW NO. 11021
Z14-0035 - Orchard Park Shopping Centre Holdings Inc.
2271 Harvey Avenue

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of Lot 1, District Lot 127, ODYD, Plan 53260, Except Plans KAP56123 and EPP3467, located on Harvey Avenue, Kelowna, B.C., from the C6 - Regional Commercial zone to the C6rls - Regional Commercial (Retail Liquor Sales) zone as per Map "A" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

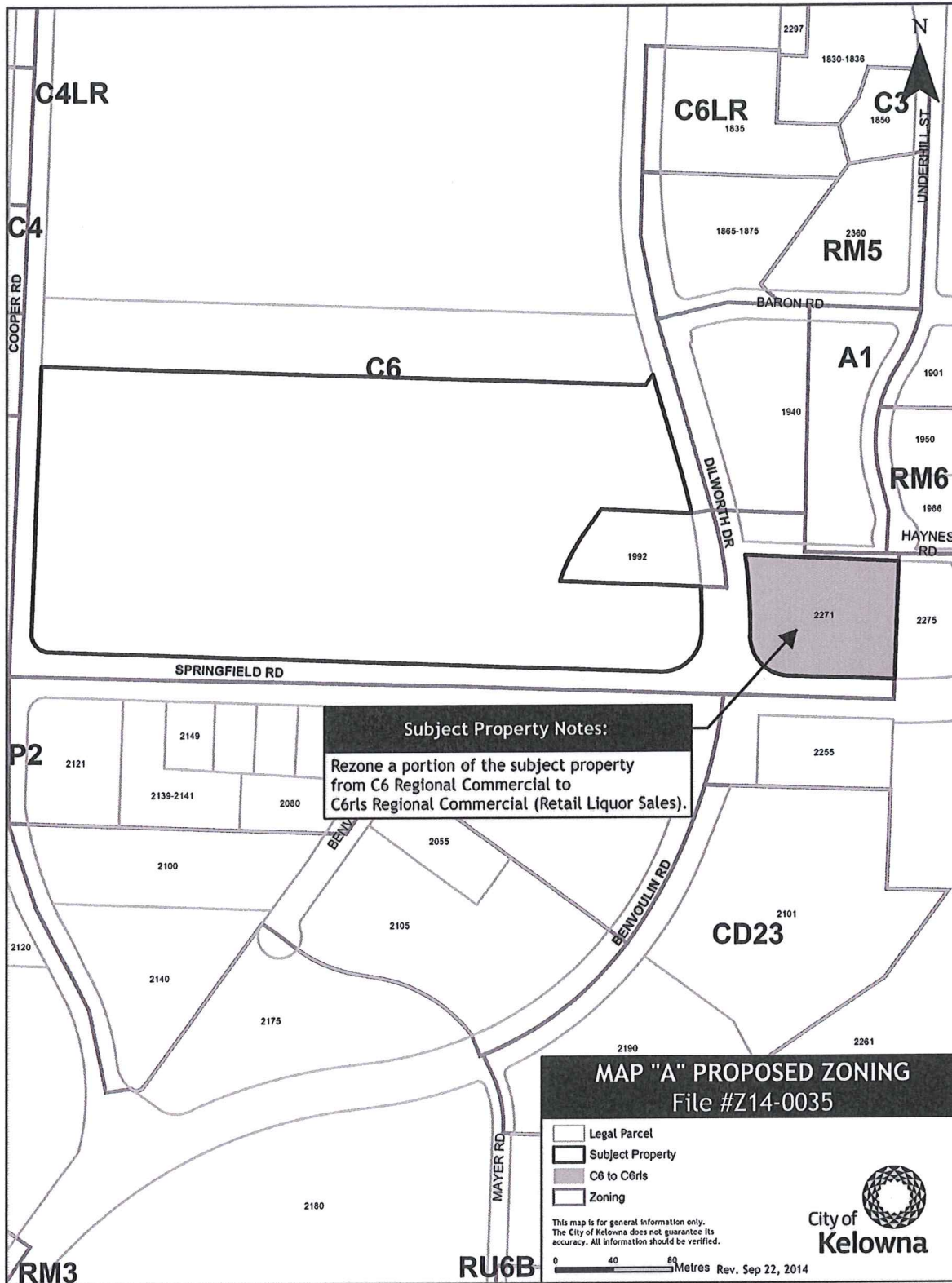
Approved under the Transportation Act

(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



REPORT TO COUNCIL



Date: October 6, 2014

RIM No. 1250-30

To: City Manager

From: Subdivision, Agriculture & Environment Department (LB)

Application: Z14-0029

Owner: D Squared Enterprises Inc.

Address: 801 Francis Avenue

Applicant: Kevin Lindsay

Title: 2014-10-06 Report - Z14-0029 - 801 Francis Ave

Existing OCP Designation: S2RES - Single / Two Unit Residential

Existing Zone: RU6 - Two Dwelling Housing

Proposed Zone: RU2 - Medium Lot Housing
RU6 - Two Dwelling Housing

1.0 Recommendation

THAT Rezoning Application No. Z14-0029 to amend City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 2, District Lot 136, ODYD, Plan 6253, located on 801 Francis Avenue, Kelowna, BC, from the RU6 - Two Dwelling Housing zone to the RU2 - Medium Lot Housing and RU6 - Two Dwelling Housing zones, as shown on Map "A" attached to the Report of the Urban Planning Department, dated October 6, 2014, be considered by Council;

AND THAT the Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the Zone Amending Bylaw be considered subsequent to the issuance of a Preliminary Layout Review Letter by the Approving Officer;

AND FURTHER THAT final adoption of the Zone Amending Bylaw be considered subsequent to the requirements of the Development Engineering Branch being completed to their satisfaction.

2.0 Purpose

To rezone the subject property to RU2 - Medium Lot Housing and RU6 - Two Dwelling Housing to allow for a two lot subdivision.

3.0 Subdivision, Agriculture & Environment

Staff support the proposed rezoning to facilitate a two lot subdivision of the subject property. The proposal is consistent with the Official Community Plan (OCP) Future Land Use designation of S2RES - Single / Two Unit Residential for the area. The proposed lots meet the zoning criteria for RU2 - Medium Lot Housing and RU6 - Two Dwelling Housing. The proposed RU2 lot will be

approximately 495 m² (minimum required is 400 m²) and the proposed RU6 lot will be approximately 520 m² (minimum required is 400 m²). The surrounding area is primarily zoned RU6 - Two Dwelling Housing with some more intensive residential uses.

In fulfillment of Council Policy No. 367 respecting public consultation, the applicant undertook neighbor consultation by individually contacting the neighbours (see attached). No major concerns were identified during this consultation.

4.0 Proposal

4.1 Project Description

One single detached dwelling and an accessory building are currently located on the subject property. The applicant proposes to rezone the east portion of the property to the RU2 - Medium Lot Housing zone and retain the RU6 - Two Dwelling Housing zone for the west portion of the property in order to allow a subdivision to two lots. The existing house and accessory building are to be demolished.

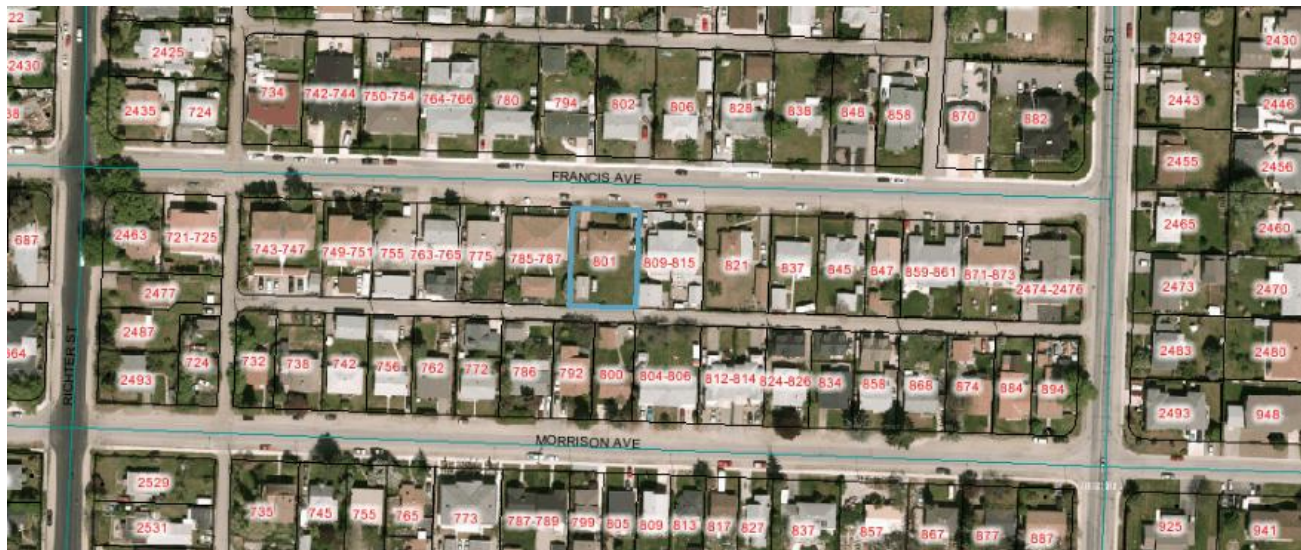
4.2 Site Context

The subject property is approximately 941 m² in area. The OCP Future Land Use designation is S2RES - Single / Two Unit Residential, and it is within the Permanent Growth Boundary. The property is in a residential area with Cameron Park to the north.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	Land Use
North	RU6 - Two Dwelling Housing	Residential
East	RU6 - Two Dwelling Housing	Residential
South	RU6 - Two Dwelling Housing	Residential
West	RU6 - Two Dwelling Housing	Residential

Subject Property Map: 801 Francis Avenue



4.3 Zoning Analysis Table

Zoning Analysis Table				
CRITERIA	RU6 ZONE REQUIREMENTS	PROPOSAL	RU2 ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations				
Lot Area	400 m ²	520 m ²	400 m ²	495 m ²
Lot Width	13.0 m	13.0 m	12.0 m	12.375 m
Lot Depth	30.0 m	37.186 m	30.0 m	37.186 m

4.4 Current Development Policies

4.5 Kelowna Official Community Plan (OCP)

Development Process

Compact Urban Form.¹ Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres (see Map 5.3) in particular and existing areas as per the provisions of the Generalized Future Land Use Map 4.1.

Sensitive Infill.² Encourage new development or redevelopment in existing residential areas to be sensitive to or reflect the character of the neighbourhood with respect to building design, height and siting.

5.0 Technical Comments

5.1 Building & Permitting Department

No comments.

5.2 Development Engineering Department

See attached memorandum dated July 14, 2014.

5.3 Telus

Telus will provide underground facilities to this development. The applicant will be required to supply and install conduit as per Telus policy.

6.0 Application Chronology

Date of Application Received: July 10, 2014

Report prepared by:

Laura Bentley, Planner

¹ City of Kelowna Official Community Plan, Policy 5.3.2 (Development Process Chapter).

² City of Kelowna Official Community Plan, Policy 5.22.6 (Development Process Chapter).

Approved for Inclusion



S. Gambacort, Director, Subdivision, Agriculture &
Environment

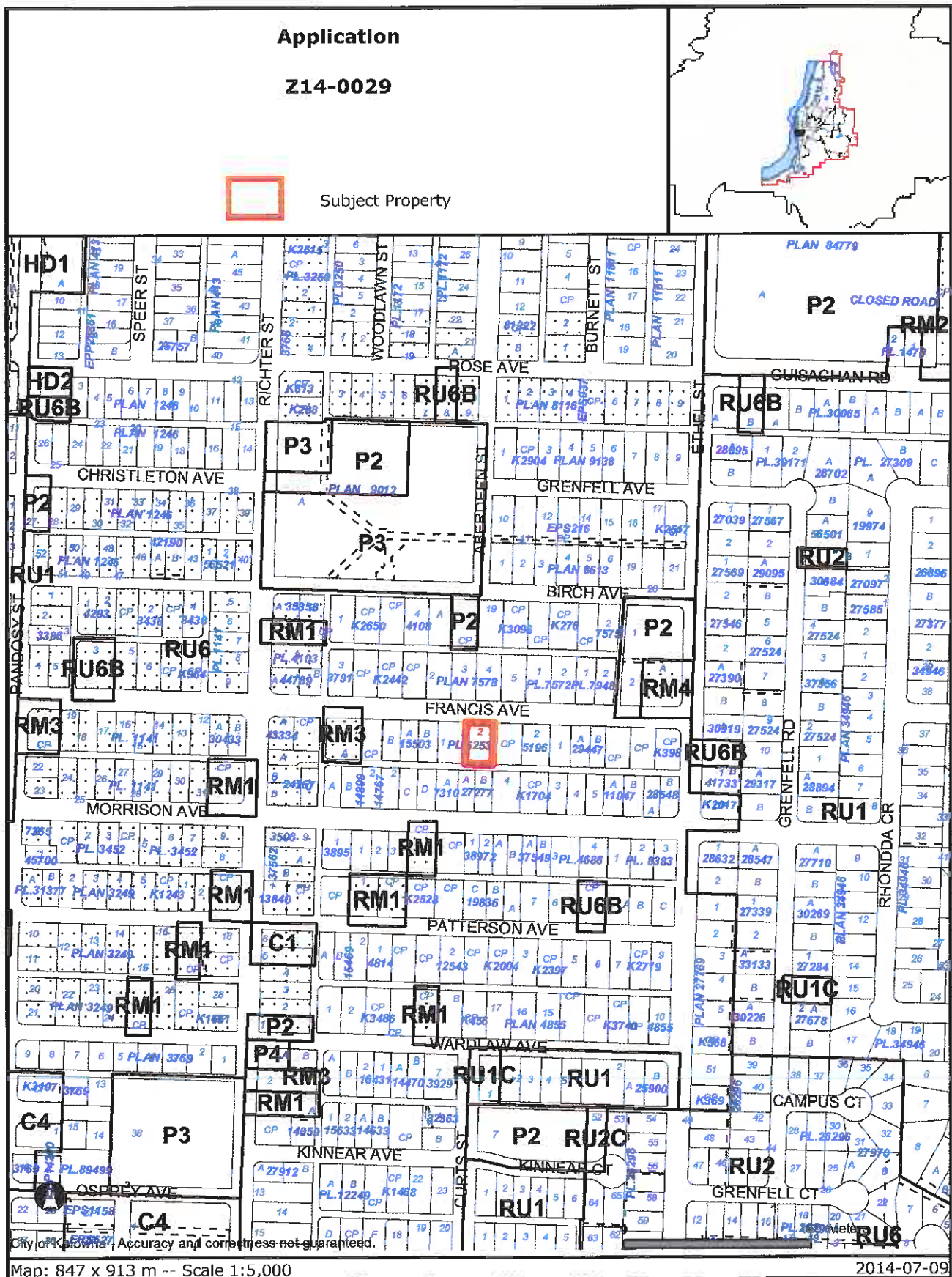
Attachments:

Map "A"

Site Plan

Development Engineering Memorandum

Neighbourhood Consultation



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.



MAP "A" PROPOSED ZONING
 File #Z14-0029

-  Zoning
-  Legal Parcel
-  Subject Property
-  RU6 to RU2

This map is for general information only.
 The City of Kelowna does not guarantee its
 accuracy. All information should be verified.

CITY OF KELOWNA
MEMORANDUM

Date: July 14, 2014
File No.: Z14-0029

To: Urban Planning (DB)

From: Development Engineering Manager (SM)

Subject: 801 Francis Ave

RU6 to RU2/RU6

Development Engineering has the following comments and requirements associated with this application.

1. General

Road frontage improvements are triggered by this rezoning application. The requirements include curb and gutter, storm drainage system and pavement widening. Also required is a landscaped boulevard, street lighting and the re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The cost of this construction is at the applicant's expense.

The proposed redevelopment includes the subject parcel being subdivided into two lots. A subdivision application will require service upgrades that include the installation of additional services. The work will require road cuts and boulevard and pavement restoration. Development Engineering is prepared to defer the requirements of the rezoning to the subdivision application file # S14-0033.



Steve Muenz, P. Eng.
Development Engineering Manager

SS

Laura Bentley

From: Kevin Lindsay [klindsay@lexterra.ca]
Sent: Wednesday, September 24, 2014 10:03 AM
To: Laura Bentley
Subject: Re: Consultation Summary

Hello Laura,

Regarding the neighbourhood consultation for 801 Francis Ave. I personally walked the neighbourhood and discussed our plans for the property. I didn't come across any concerns. They all where very positive and felt that it was good for the neighbourhood.

Regards,

Kevin Lindsay
LexTerra Real Estate Corp.
250-878-4944
Your Personal Real Estate Consultant for Life.

_____ Information from ESET Smart Security, version of virus signature database 10435 (20140918)

The message was checked by ESET Smart Security.

<http://www.eset.com>

CITY OF KELOWNA
BYLAW NO. 11019
Z14-0029 - D Squared Enterprises Inc.
801 Francis Avenue

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of a portion of Lot 2, District Lot 136, ODYD, Plan 6253, located on Francis Avenue, Kelowna, B.C., from the RU6 - Two Dwelling Housing zone to the RU2 - Medium Lot Housing zone as per Map "A" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



REPORT TO COUNCIL



Date: 10/6/2014

RIM No. 1210-21

To: City Manager

From: Subdivision, Agriculture & Environment Services (MS)

Application: OCP14-0022
Z14-0047

Owners: Sherwood Mission Developments Ltd. & Dr. Alexander Rezanoff

Address: 984 Dehart Road

Applicant: New Town Planning Services Inc.

Subject: Official Community Plan (OCP) Amendment and Rezoning Application

Existing OCP Designation: Single / Two Unit Residential (S2RES)
Multi-Unit Residential Low Density (MRL)

Proposed OCP Designation: Single / Two Unit Residential (S2RES)

Existing Zone: A1 - Agriculture 1

Proposed Zone: RU1 - Large Lot Housing
RU2 - Medium Lot Housing

1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP14-0022 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing a portion of the Future Land Use designation of Lot 1, Section 31, TWP 29, ODYD Plan KAP62654, located at 984 Dehart Road, Kelowna, BC, from the Multi-Unit Residential Low Density (MRL) designation to the Single/Two Unit Residential (S2RES) designation, in accordance with 'Map A', be considered by Council;

AND THAT Rezoning Application No. Z14-0047 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of portions of Lot 1, Section 31, TWP 29, ODYD Plan KAP62654, located at 984 Dehart Road, Kelowna, BC, from the A1 - Agriculture 1 zone to the RU1 - Large Lot Housing zone and to the RU2 - Medium Lot Housing zone in accordance with 'Map B' be considered by Council;

AND THAT the Official Community Plan Amendment Bylaw and Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the zone amending bylaw be considered subsequent to the requirements of Development Engineering Branch and Parks Services Branch being completed to their satisfaction, as well as, a Farm Protection Development Permit and a Natural Environment

Development Permit being issued to the satisfaction of the Subdivision, Agriculture & Environment Services Branch.

2.0 Purpose

The applicant is proposing to rezone a portion of the land from the A1 - Agriculture 1 zone to the RU1 - Large Lot Housing zone and RU2 - Medium Lot Housing zone to facilitate a future 110 lot residential subdivision. The proposal also requires an OCP amendment to extend the Single/Two Unit Residential (S2RES) future land use designation north into the area designated for Multi-Unit Residential - Low Density (MRL).

3.0 Subdivision, Agriculture & Environment Services

In the spring of 2014, the applicant had brought forth to Council a multi-family / single/two family residential concept that received First Reading and was sent to Public Hearing on June 10th, 2014. The application as proposed was defeated at 2nd Reading. Council's subsequent resolution stated:

Council requested staff work with the applicant to contemplate only single family residential, multiple accesses, and traffic signals or other options for DeHart road in any amendment to the application.

As directed by Council, the applicant has worked with staff to amend the application. This application includes the following key items:

- Single / Two Family Residential Future Land Use designation for the entire property;
- RU1 - Large Lot Housing and RU2 - Medium Lot Housing Residential proposed zoning;
- Primary access via Dehart Road with secondary access via Turner Road;
- A roundabout constructed at Dehart Road and Bartholomew Court;
- A 15 metre riparian buffer along the west property line;
- A 20 metre riparian buffer along the northeast property line;
- A 15 metre farm protection buffer along ALR lands; and
- A proposed pedestrian connection to Torrs Road.

Staff supports the application subject to the following conditions being fulfilled prior to Final Reading, including requirements of the:

- Development Engineering Branch (memo attached),
- Parks & Building Planning Branch including a blanket Statutory Right of Way over the property, to facilitate a trail network to be established at the time of subdivision;
- Subdivision, Agriculture & Environment Services, including the requirements of the:
 - Covenant #KM084923 (see summary below and attached covenant);
 - Farm Protection Development Permit;
 - Natural Environment Development Permit, including a mitigation/restoration plan (signed off by an QEP/RPBio) for the site, as required by the Settlement and Release Agreement¹ (attached); and a

¹ Rezansoff, A.A. & the City of Kelowna, 2010. Settlement and Release Agreement.

- The registration of a Build/No Disturb Covenant of 20 m along the northeast property line and a 15 m No Build / No Disturb Covenant along the west property line, and 15 m Farm Protection Buffer along the ALR land.

4.0 Proposal

4.1 Project Description

The proposal is to amend the OCP and rezone the property to accommodate a future 110 unit subdivision at 984 Dehart Road. The Official Community Plan (OCP) Amendment is required to facilitate an extension of the Single / Two Unit Residential future land use designation to the north. This represents a net increase of 43,600 m² of Single / Two Unit Residential area than is currently designated in the OCP.

The property includes two watercourses and associated riparian management areas (RMA) and the land use plan identifies a 20 m wide RMA along the northeast boundary and a 15 m RMA along the west boundary. In addition to the RMA, the proposal also includes a farm protection buffer of 15 m area along the boundary of the ALR. Adjacent water licenses with respect to flow and location will also be accommodated within the proposal. A memorandum of understanding for access to Ahern and Cowan Springs has been agreed upon between the water licence holders.

4.2 Background

The property at 984 Dehart was removed from the Agricultural Land Reserve (ALR) in 1989.

In the spring of 2013, an application was initiated to amend the OCP and rezone the property. This proposal was to rezone to RU-1 Large Lot Residential included a road access that came through Young and Turner Roads. A Public Information Meeting was held on April 18th, 2013, with many of the residents opposed to this access. Based on this public feedback, an alternate plan was developed, with the primary access at Dehart Road. A Traffic Impact Analysis was prepared for this revised road network, which was received by the City in February of 2014.

In the spring of 2014, a revised application was heard by Council and was sent to Public Hearing on June 10, 2014. This application included both multi-family and single/two family residential housing, connections to Turner Road and ingress/egress at Dehart across from Bartholomew Road. The application was defeated by Council and Council directed staff to work with the applicant to investigate a single / two family housing option and traffic options.

The most recent application was initiated in the summer of 2014. This latest proposal is to rezone to both the RU-1 Large Lot Residential and RU-2 Medium Lot Residential with the main road access via a roundabout at Bartholomew Court while the secondary access is via Turner Road. A revised Traffic Impact Analysis was submitted for this revised road network, which was received by the City in August, 2014. A second Public Information Meeting was held on Monday, September 29th, 2014. At the time of writing this Council Report, the results of the second Public Information Meeting was unknown.

4.3 Site Context

The 9.6 ha subject property is located within the Okanagan Mission Sector of the City (Map 1, below) and is within the Permanent Growth Boundary. The property is currently zoned A1 but is not in the Agricultural Land Reserve. Properties within the Agricultural Land Reserve lie to the north and east (Map 2, below).

The property has a number of water licenses in favour of downstream neighbours. The historical infilling changed water flow patterns which resulted in issues with respect to water licenses and access to the water. As part of this application package, a Memorandum of Understanding has been prepared to address water license and water flow issues. The neighbours have agreed to cooperate in the construction of a proposed conveyance route in order to ensure the water license rights are sustained in the future.

The natural gas line Right of Way (ROW) runs diagonally through the site from the west of the site to the north.

A number of watercourses are present on the site. The project includes riparian areas and details on cross sections of each of these watercourses in the design² and riparian planting is proposed as part of the environmental report, but a planting plan has not yet been provided³.

4.4 Neighbourhood Context

A single / two unit residential subdivision with RU1 zoning lies to the west of the property, and agricultural properties lie to the north and east. Dehart Road borders the property to the south, and single unit and rural residential properties are south of Dehart Road.

Specifically, adjacent land uses are as follows:

Orientation	Zoning	ALR	Land Use
North	A1 - Agriculture 1	Yes	Agriculture
East	A1 - Agriculture 1	Yes	Agriculture
South	RU1 - Large Lot Housing RR2 - Rural Residential 2	No	Single Family Residential Rural Residential
West	RU1 - Large Lot Housing	No	Single Family Residential

The subject property is located within a Development Permit Area for Farm Protection given its proximity to ALR land. It is also within a Natural Development Permit Area given the high groundwater and surface water conditions in the area.

4.5 Utilities

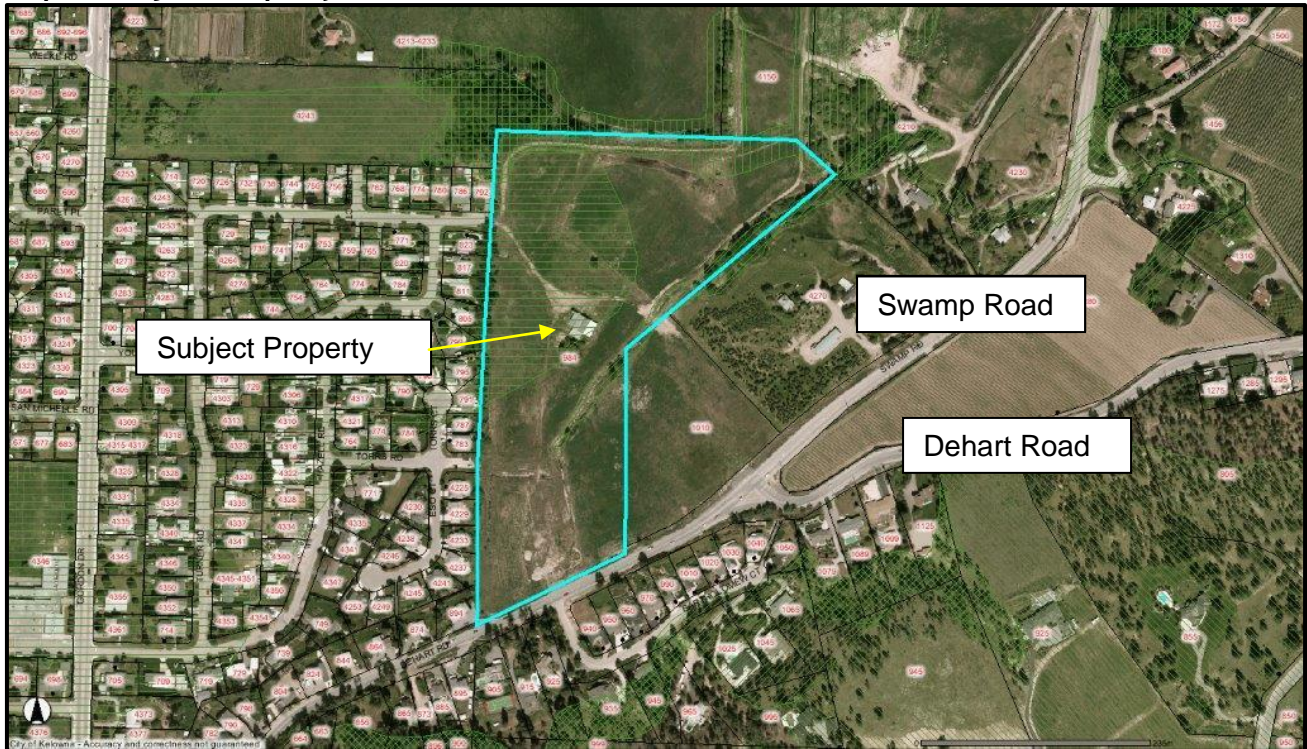
The sanitary sewer services are within the jurisdiction of the City of Kelowna. Currently water is provided by the South-East Kelowna Irrigation District (SEKID). According to the consulting engineer report⁴, an agreement in principle has been reached between the City of Kelowna and SEKID to accommodate a boundary adjustment, such that the City of Kelowna will become the water purveyor for the subdivision prior to 4th reading of the rezoning application, subject to the owner covering the administration costs incurred by SEKID for the boundary adjustment (memo attached).

² Aplin & Martin, 2013. Civil Engineering Servicing Brief – Proposed Dehart Road Subdivision – 984 Dehart Rd, Kelowna, BC

³ Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.

⁴ Aplin & Martin, 2013. Civil Engineering Servicing Brief – Proposed Dehart Road Subdivision – 984 Dehart Rd, Kelowna, BC.

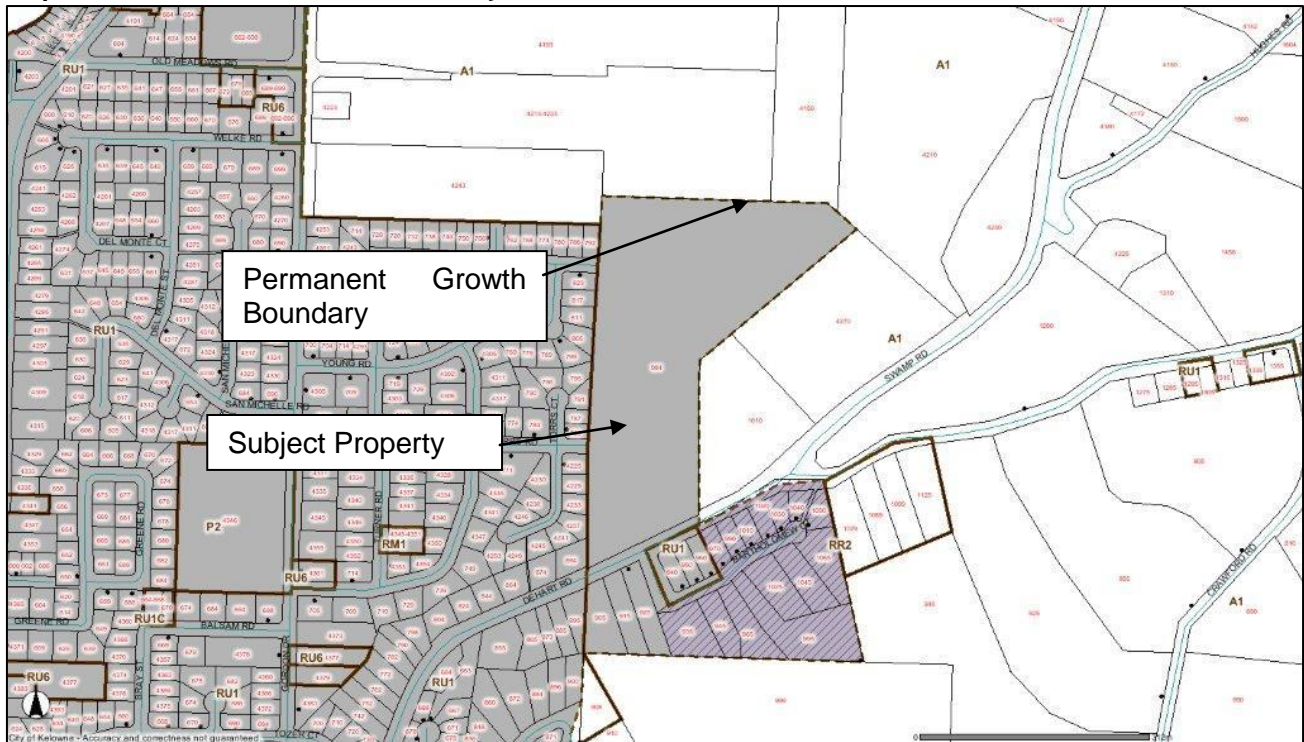
Map 1: Subject Property



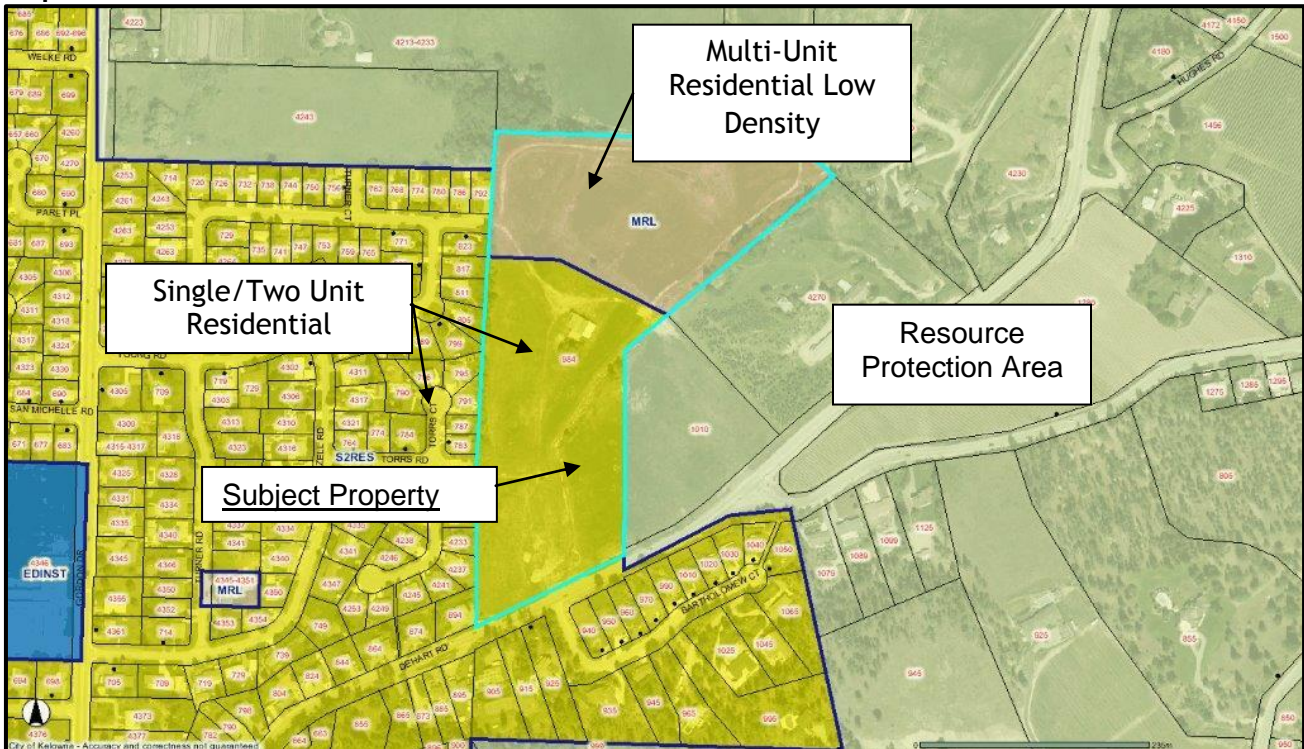
Map 2: Agricultural Land Reserve



Map 3: Permanent Growth Boundary



Map 4: Current Future Land Use



4.6 Traffic Impact Analysis

A Traffic Impact Analysis to assess the current application of 110 single/two family residential units was completed in August, 2014. The results indicate that the proposed road network will accommodate the traffic generated by the development. (See attached report, EYH, August, 2014).

In Consultation with the City of Kelowna Development Services and Transportation and Mobility Branches, the concept includes a roundabout at Dehart Road which intersects at Bartholomew Court. This provides the following:

- Universal access (turns available to all directions);
- Pedestrian crossing; and
- Traffic slowing along Dehart.

The OCP indicates that a sidewalk is required along Dehart between the project and Gordon Drive. The City of Kelowna is willing to take a limited responsibility for the costs, for 50% up to a maximum of \$25,000⁵. Frontage upgrades along Dehart Road would be required in accordance with Bylaw # 7900. The TIA Memo (EYH, date?) indicates that pedestrian access could be provided along the utility easements.

4.7 Public Consultation

Two Public Information Sessions have been held for the project. The first Public Information Session was held for the project on April 18, 2013. There were 51 attendees recorded. An exit questionnaire was prepared with 32 responses received. The road and lot configuration presented included the primary access from Young / Turner Roads. Of the 32 responses, 27 strongly disagreed that the traffic could be accommodated on this route. The results of the April 18, 2013 Public Information Session are attached. The road configuration was changed in response to these results, and that the main access is now from Dehart Road.

The second Public Information Session was held on the evening of Monday, September 29th, 2014. No information was available regarding this session given that the Council Report deadline was prior to the public meeting.

4.8 Zoning Requirements

The zoning requirements for RU1 and RU2 developments are included in the table below. Note that the lot current lot illustrated in the application documents illustrates a proposed configuration, but because a subdivision is not currently being applied for, the exact alignment of lots may change. The road network will not change. However, the current configuration demonstrates that 100 RU1 - Large Lot Housing and RU2 - Medium Lot Housing is possible for the site. No variances are necessary with the current configuration.

Zoning Analysis Table

⁵ Muenz, S. January 21, 2014. Email to K. Funk, Dehart IIA & Sidewalk.

CRITERIA	ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations - RU1 - Large Lot Housing		
Lot Area	550 m ²	Minimum 550 m ²
Lot Width	16.5 m (17 for a corner lot)	Minimum 16.5 m
Lot Depth	30 m	Minimum 30 m
Existing Lot/Subdivision Regulations - RU2 - Medium Lot Housing		
Lot Area	400 m ²	Minimum 400 m ²
Lot Width	13 m (15 for a corner lot)	Minimum 13 m
Lot Depth	30 m	Minimum 30 m

No variances are being requested for this rezoning. Staff notes that subdivision plan is not being applied for at this time. The lot current lot configuration has no variances required.

4.9 Transit

Currently there is a transit stop at the southeast corner of the subject property. This existing bus stop will require upgrading to current standard (UBS2), as per the Development Engineering Department requirements (see attached memo).

4.10 Pedestrian Linkages

The internal roads will be built to a local road standard according to the Subdivision, Development and Servicing Bylaw No. 7900. The current subdivision layout includes a pedestrian connection to Torrs Road. As a subdivision is not currently being applied for and may change, a blanket statutory right-of-way is being requested as a condition of rezoning, with trail connections to be determined during the Preliminary Layout Review of subdivision.

4.11 Geotechnical

Since the mid-1990s, the property has been subject to infilling and watercourse disruption and relocation. In 1998, a Section 219 Restrictive Covenant was placed on the property requiring geotechnical, hydrogeological and drainage investigation and plans prior to development. The covenant outlines investigation and plans required to address these concerns prior to development. In addition, there is a City of Kelowna Settlement and Release Agreement (2010) to address the geotechnical and environmental considerations. Details of these documents are included below.

Section 219 Restrictive Covenant #KM084923

The owner entered into a Section 219 Restrictive Covenant with the City of Kelowna in 1998⁶ that stipulated that no further development occur until certain conditions were provided, including:

- Sanitary sewer and a community water provided with fire protection capability;
- A complete geotechnical report, to address the fill material and remedial actions required to make the property suitable for development, as well as address the surface and groundwater characteristics and a drainage plan, including any items that should be included in a restrictive covenant which would safeguard building sites and utility installations;

⁶ BC Agent – Kamloops Registry Service Ltd, Aug. 28, 1998. Land Title Act Form C No 1044 – KM084923 – Covenant.

- Site grading and drainage plan completed to the satisfaction of the Development Engineer;
- A suitable landscape buffer complete with fencing is established along the border of the ALR and non-ALR lands to the southeast and to the north and to the satisfaction of the Approving Officer;
- A prepared geotechnical report prepared by Golder & Associates⁷; and
- A complete inventory of springs, drainage channels and water licenses be identified, complete with a hydrogeotechnical study proposing how water will be handled through culverts and drainage channels.

City of Kelowna Settlement and Release Agreement - 2010

In 2010, a Settlement and Release Agreement (attached) was signed by the owner and the City of Kelowna, stipulating that the owner undertake the following:

- Ensure that there is no net loss of riparian habitat and function for the Lands;
- To remove all of the drain piping located on the Lands as identified on the photograph of the Lands attached hereto as Schedule "A";
- Prepare a mitigation/restoration plan (signed off by an QEP/RPBio) for the site;
- Ensure that all future works on the site will adhere to applicable provincial acts, including but not limited to: the *BC Water Act* and the *BC Fish Protection Act*; and
- Ensure that all future works on the site will adhere to applicable City of Kelowna policies, plans and policies including but not limited: Kelowna 2020 Official Community Plan (7600), Zoning Bylaw (8000) and Subdivision and Servicing Bylaw (7900).

As part of the grading and site modification, fill was placed over peat in different locations of the property. A geotechnical report in 1998 concluded that buildings constructed over the existing conditions would result in unacceptable total and differential settlements⁸. The report provided a number of potential treatments for the property prior to development, including but not limited to:

- Complete subexcavation of the fills, surficial topsoil layer and peat deposits and replacement with granular fills;
- Pile supports;
- Subexcavation of fill layer, combined with preload fill to compact peat deposits;
- Complete subexcavation of fills, topsoil and peats under proposed roads and replacement with granular fill and/or preloaded;
- Dewatering during excavation due to high groundwater table; and
- The provision of adequate subsurface and surface drainage measures.

4.12 Surface Water

Aplin and Martin Consultants Ltd. have provided plans accommodating overland creek flows at the west and northeast portions of the property (see attached plans). The plans include a 15 m creek and RMA along the west property line, and a 20 m wide channel and RMA / farm protection buffer along the northeast property line. The West Creek cross section indicates that the

⁷ Golder & Associates, 1996. Preliminary Geotechnical Investigation Proposed Subdivision, Lot 2, Plan 35773, Sec. 31, TP.29, ODYD Dehart Road, Kelowna, British Columbia

⁸ Golder & Associates, 1996. Preliminary Geotechnical Investigation Proposed Subdivision, Lot 2, Plan 35773, Sec. 31, TP.29, ODYD Dehart Road, Kelowna, British Columbia

channel will be lined with riprap, and includes culverts under proposed roadways. The Creek Restoration Plan on the northeast property line will have side slopes of 6:1, transitioning into 3:1 slopes to meet existing grade, and will not have riprap.

4.13 Groundwater

The Section 219 Restrictive Covenant #KM084923 stipulates that a geotechnical report that addresses surface and groundwater characteristics must be and outlines recommendations for an overall drainage plan that safeguards building sites and utility installations must be prepared. The Dehart Road Environmental Assessment indicates that 6 springs are known in close proximity to the subject property⁹.

A Creek Restoration Plan for the northeast drainage channel and a plan for the West Creek Upgrade have been prepared by Aplin & Martin Consultants Ltd. and are attached.

The property is within a Natural Environment Development Permit Area, and the applicant has submitted a Natural Environment Development Permit application for this property with the City. The approximate area of high groundwater is shown in Map 5, below.

4.14 Environmental

According to the Dehart Road Environmental Assessment, a number of rare and endangered ecosystems occur on the site. One of these, the Fd- Water Birch - Douglas Maple ecosystem occurs along the northeast property line, where the creek / riparian reserve is proposed. Another ecosystem, the ActFd - Common Snowberry - Red-osier Dogwood Riparian, is present along the west property line along the open drainage in this location. While the ecosystem is not ranked by the Conservation Data Centre of BC, it is associated with riparian and wetland habitat characteristics and should be protected, according to the assessment. Within the ditches, there are several small isolated occurrences of cattail marsh. These are ranked as 'blue-listed' or vulnerable, by the Conservation Data Centre of BC. Avoidance of these areas is recommended in the assessment¹⁰. The rest of the ecosystems found on site are anthropogenic, or highly modified, according to the report.

The assessment noted evidence of deer and coyote, and likely provide habitat for mice, voles and shrews, although these species were not specifically inventoried. Bighorn sheep were noted on the property during one site visit.

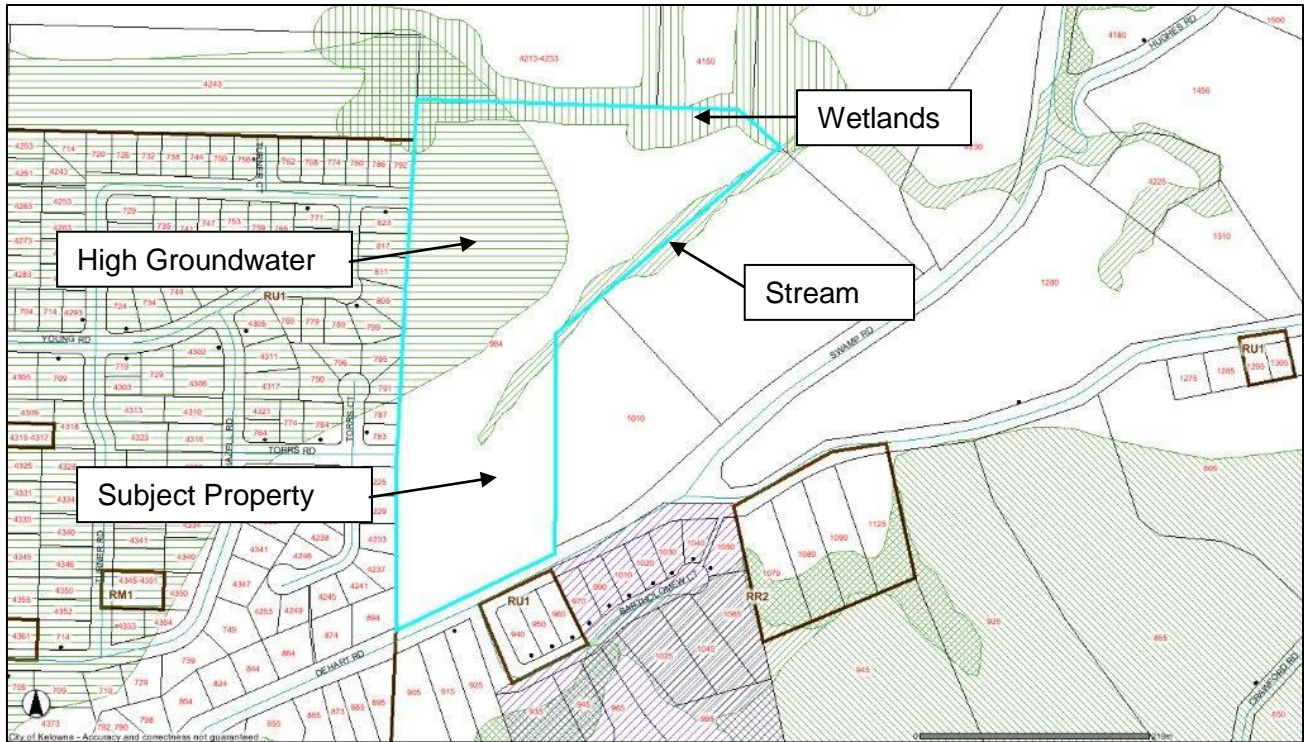
The Dehart Road Environmental Assessment found no rare plants on the property. However the timing and sampling intensity may indicate non-detection rather than absence¹¹.

Map 5: Natural Environment Development Permit Areas

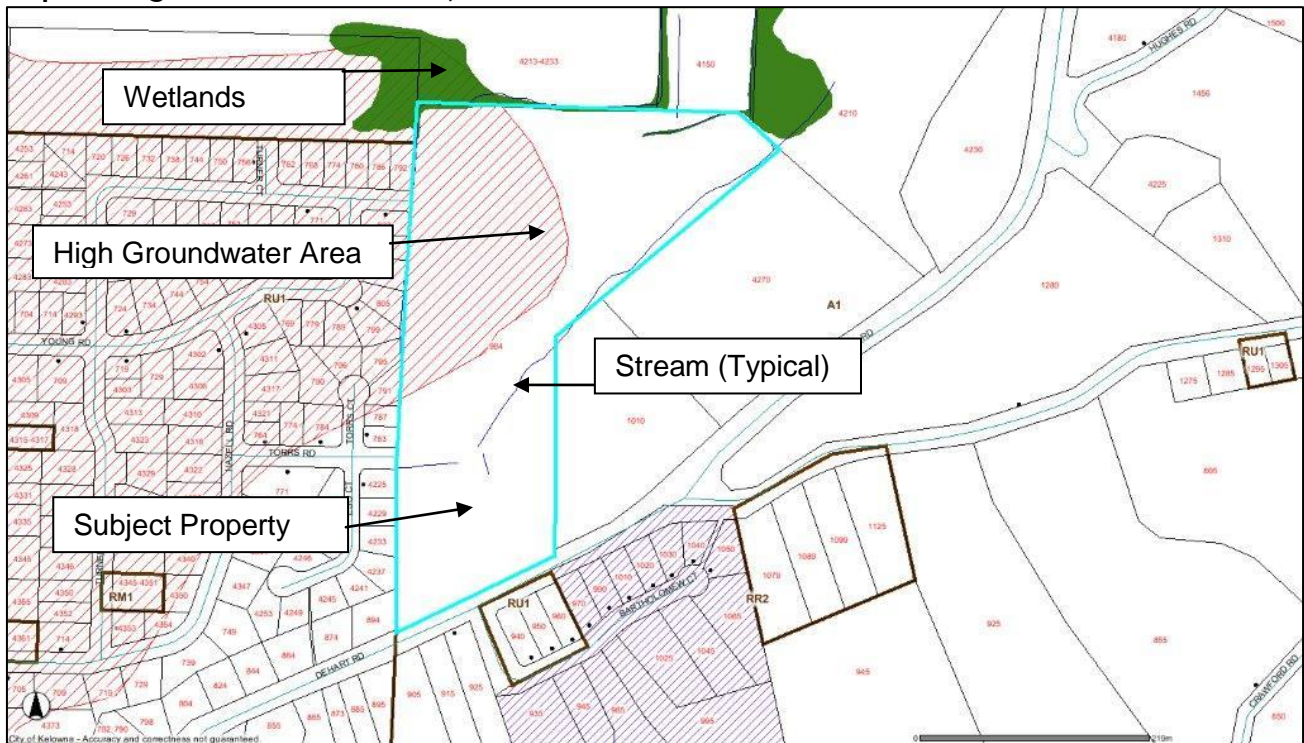
⁹ Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.

¹⁰ Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.

¹¹ Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.



Map 6: Neighbourhood Wetlands, Creeks and Easements



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Focus development to designated growth areas¹².

Permanent Growth Boundary. Establish a Permanent Growth Boundary as identified in the OCP. Support development of property outside the Permanent Growth Boundary for more intensive uses only to the extent permitted as per the OCP Future Land Use designations in place as of initial adoption of OCP Bylaw 10500, except as per Council's specific amendment of this policy.

Compact Urban Form. Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs per ha located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres in particular and existing areas as per the provisions of the Generalized Future Land Use.

Farm Protection DP Guidelines¹³

Objectives

- Protect farm land and farm operations;
- Minimize the impact of urban encroachment and land use conflicts on agricultural land;
- Minimize conflicts created by activities designated as farm use by ALC regulation and non-farm uses within agricultural areas.

Guidelines

- On properties located adjacent to agricultural lands, design buildings to reduce impact from activities associated with farm operations. Design considerations include, but are not limited to maximizing the setback between agricultural land and buildings and structures, and reducing the number of doors, windows, and outdoor patios facing agricultural land.
- On agricultural and non-agricultural lands, establish and maintain a landscape buffer along the agricultural and/or property boundary, except where development is for a permitted farm use that will not encourage public attendance and does not concern additional residences (including secondary suites), in accordance with guidelines provided by Ministry of Agriculture "Guide to Edge Planning" and the ALC report "Landscape Buffer Specifications" or its replacement.
- Design any subdivision or urban development of land to reduce densities and the intensity of uses gradually towards the boundary of agricultural lands.

Ensure environmentally sustainable development¹⁴.

Environmentally Sensitive Area Linkages. Ensure that development activity does not compromise the ecological function of environmentally sensitive areas and maintains the integrity of plant and wildlife corridors.

Protection Measures. Protect and preserve environmentally sensitive areas (ESAs) using one or more of the following measures, depending on which measures are appropriate to a given situation: Dedication; Return to Crown Land or covenant for conservation purposes with the City

¹² City of Kelowna 2030 Official Community Plan (2011) - Farm Protection Development Permit Chapter; p. 15.2 - 15.4.

¹³ City of Kelowna 2030 Official Community Plan (2011) - Farm Protection Development Permit Chapter; p. 15.2 - 15.4.

¹⁴ City of Kelowna 2030 Official Community Plan (2011) - Development Process Chapter 5; p. 5.17

or other government body; and Ensure setbacks on adjacent developments on adjacent developments are adequate to maintain the integrity of the ESA.

5.2 City of Kelowna Agriculture Plan

New Growth Areas¹⁵. Discourage the establishment of new growth areas within or beyond agricultural areas that create additional traffic pressure on the local rural road network.

Farmland Preservation¹⁶. Direct urban land uses to areas within the permanent growth boundary, in order to reduce development and speculative pressure. This is to encourage the preservation of agricultural lands and discourage further extension of existing urban areas into agricultural lands.

Urban Buffers. Require new development, adjacent to agricultural areas, to establish setbacks, fencing and landscape buffers on the urban side of the defined urban - rural/agricultural boundary.

6.0 Technical Comments

6.1 Building & Permitting Services

A geotechnical report will be required to define building requirements / limitations.

6.2 Development Engineering Services

A full list of Development Engineering Services requirements is included in the revised memo, attached. A summary includes:

- Prior to final adoption of the zoning bylaw, a pre-design report must identify all the offsite servicing needs in accordance with the Subdivision, Development and Servicing Bylaw No. 7900.
- The high water table may impact site and building design, and should be determined by an engineer and detailed on a Lot Grading Plan.
- A report by a Geotechnical Engineer in the field of hydro-geotechnical engineering to identify ground water characteristics and limitations, as well as soil conditions and potential requirements or restrictions regarding slope stability, soil suitability and drainage requirements.
- Provide an adequate domestic and fire water system with adequate water pressure, in accordance with Bylaw No. 7900.
- Provide an adequately sized sanitary sewer system complete with individual lot connections.
- Provide an adequately sized drainage system and a detailed Lot Grading Plan, complete with dedications, rights of way, setbacks and non-disturbance areas, a Stormwater Management Plan, and an Erosion and Sediment Control Plan.
- Upgrades to Dehart Road to an urban standard, including all fronting improvements.
- Construction of a roundabout at the Dehart Road / Bartholomew Court intersection.
- Construction of a concrete sidewalk from Gordon Drive to the development frontage. The City of Kelowna will cost share this work to a maximum of \$25,000.

¹⁵ City of Kelowna Agriculture Plan (1998); p. 99.

¹⁶ City of Kelowna Agriculture Plan (1998); p. 131 & 132.

- Driveway access is not permitted onto Dehart Road.
- Provide underground service connections and street lights.
- Design and construction must be prepared and inspected by a Consulting Civil Engineer in accordance with Bylaw No. 7900.
- Provide a Servicing Agreement in accordance with Bylaw No. 7900, including the preparation of adequate drawings and estimates prior to the preparation of the Servicing Agreement.
- Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.

6.3 Bylaw Services

The property was subject to nine bylaw complaints between 2008 and 2011. The complaints varied, but included noise, unsightly premises, nuisance trees and shrubs and altering the land without a development permit. All bylaw incidents were concluded.

6.4 Parks & Building Planning Branch

The Parks & Building Planning Branch have concerns with the ground and surface water conditions of the site, and potential impacts to Thomson Marsh and Mission Recreation Park. They recommend that any creek restoration be done by the developer and that a three year maintenance requirement by the developer.

Infrastructure Planning, in consultation with Parks Services, have determined that there is no need for park dedication within this subdivision, based on the Linear Park Master Plan, the OCP, and that the number of units is not high enough to justify the provision of a park at this time.

However, Parks Services has identified a need for a pedestrian walkway through the development, and across Dehart Road from Bartholomew Court. This would provide access for high school students going to Okanagan Mission High School, and a pedestrian access to Dehart Road at the mid-point of the property. These should be constructed to the Bylaw No. 7900 standard. In addition, a pedestrian path access location to the north should be kept available to the north of the property, should a pathway alignment become available in the future.

Parks Services recommends that any environmental areas are protected with a No Build / No Disturb Covenant on private lands.

6.5 Policy & Planning Department

This application is to amend the OCP designation for the northern portion of the subject property from MRL to S2RES and to rezone the southern portion of the property to RU1 - Large Lot Housing, and the northern half to RU2 - Medium Lot Housing. Furthermore, the applicant says there will be protection of a 15m riparian zone along the westerly boundary and a 20m riparian protection zone along the north easterly boundary, and a 15 buffer from agricultural lands.

RU1 and RU2 zonings are permitted within the S2RES designation. Although the northern portion of the lot is designated for multi-unit development, removal of this density from the site is not a significant concern, as the overall objective of the OCP is to concentrate multi-unit development in locations where services and amenities are already in place. Subject to both ALR and

environmental protection measures, including appropriate buffers in accordance with standards outlined in the OCP, Policy & Planning staff support this application.

6.6 Subdivision Approving Officer

The Subdivision Approving Officer notes that fill has been brought to the site for years without geotechnical investigation, and that Development Cost Charges (DCCs) will be payable at final subdivision stage.

6.7 Fire Department

Fire Department access, fire flows, and hydrants must be in accordance with the BC Building Code and the City of Kelowna Subdivision Bylaw #7900. This bylaw requires a minimum of 60 ltr/sec fire flows. Additional comments will be required at the time of the building permit application.

6.8 Fortis BC (Electric)

The subject property is currently serviced by a primary electrical distribution extension from Dehart Road. This line crosses both a neighbour's property and a waterway without a statutory right of way or permitting. Until such a time as this line is protected by land rights, any servicing to the proposed subdivision will require a new extension from the primary distribution facilities along Dehart Rd.

The applicant is responsible for costs associated with servicing the proposed lots as well as the provision of appropriate land rights where required. It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

6.9 FortisBC (Gas)

Fortis BC Gas has a pipeline running at a diagonal through the northern portion of the property. They have provided these comments, as well as general development comments.

- Fortis pipeline may require an engineering assessment and possible upgrade to current standards at the expense of the owner.
- The existing soil conditions, final site grades and building elevations, as well as preloading, must be considered as it relates to the existing pipeline and Right of Way (ROW).
- Fortis BC encourages the use of its ROW for linear parks. Fortis BC requests that the proposed property lines align with, and do not cross, the Fortis BC ROW boundaries.

7.0 Application Chronology

Revised Application Received:	July 2014
Revised Traffic Impact Analysis:	August 28, 2014
Revised Plans Received	September 16 & September 23, 2014
Complete Application Received:	September 23, 2014
Public Information Session	September 29, 2014

Report prepared by:

Melanie Steppuhn, Land Use Planner

Reviewed by:

☐

Todd Cashin, Subdivision, Agriculture & Environment Services Manager

Approved for Inclusion:

☐

Shelley Gambacort, Director of Subdivision, Agriculture & Environment

Attachments:

Subject Property Map

Site Photos

OCP Amendment Plan - Map 'A'

Rezoning Plan - Map 'B'

DeHart Environmental/ALR Plan - Buffer Areas

Aplin & Martin Consultants Ltd. - Civil Details and West Creek Upgrade

Development Engineering Manager - revised August 25, 2014

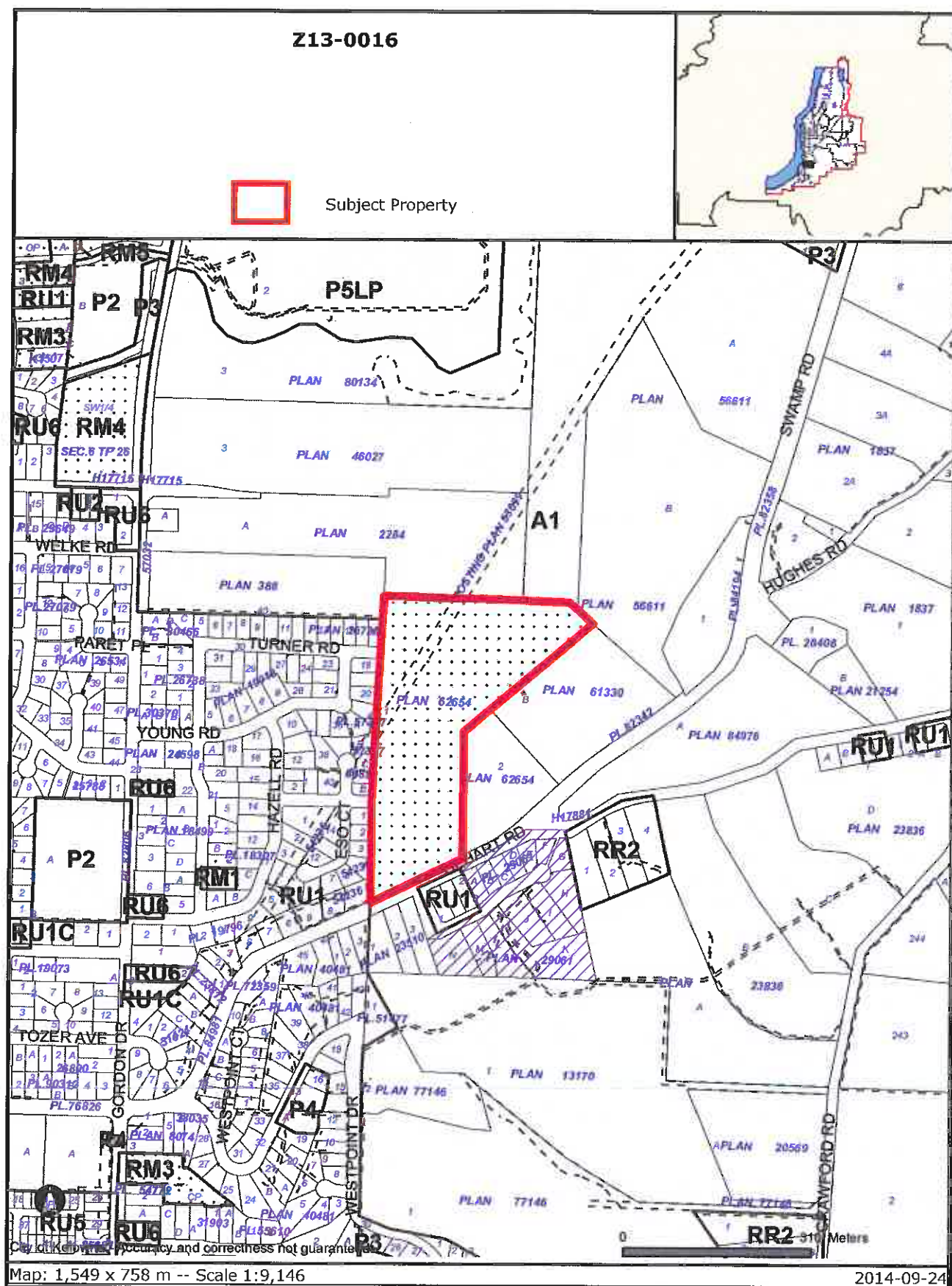
EYH Consultants - TIA Memo - August 28, 2014

South East Kelowna Irrigation District

Settlement and Release Agreement - 2010

Section 219 Restrictive Covenant #KM084923

Council Report - April 28, 2014 (Z13-0016/OCP13-0011)



Certain layers such as lots, zoning and dp areas are updated bi-weekly. This map is for general information only.
The City of Kelowna does not guarantee its accuracy. All information should be verified.

984 Dehart Road – Site Photos



Panorama Photo from the North East Corner of the Subject Site



Panorama Photo from the South East Corner of the Subject Site



Panorama Photo from south Central Boundary of the Subject Site



LEGEND:

- PROPERTY LINE
- PROTECTED RIPARIAN
- 15m ALR BUFFER
- CONCEPTUAL ROAD
- PROPOSED SINGLE & TWO UNIT RESIDENTIAL
- OCP AMENDMENT
- Low Density Multiple Unit One and Two Unit Resider
- SINGLE & TWO UNIT RESIDENTIAL TO REMAIN
- SINGLE & TWO UNIT RESIDENTIAL



NEW TOWN SERVICES
250-860-8185
www.newtownservices.net

project title
Dehart Zoning

project no. 1555

drawing title
OCP

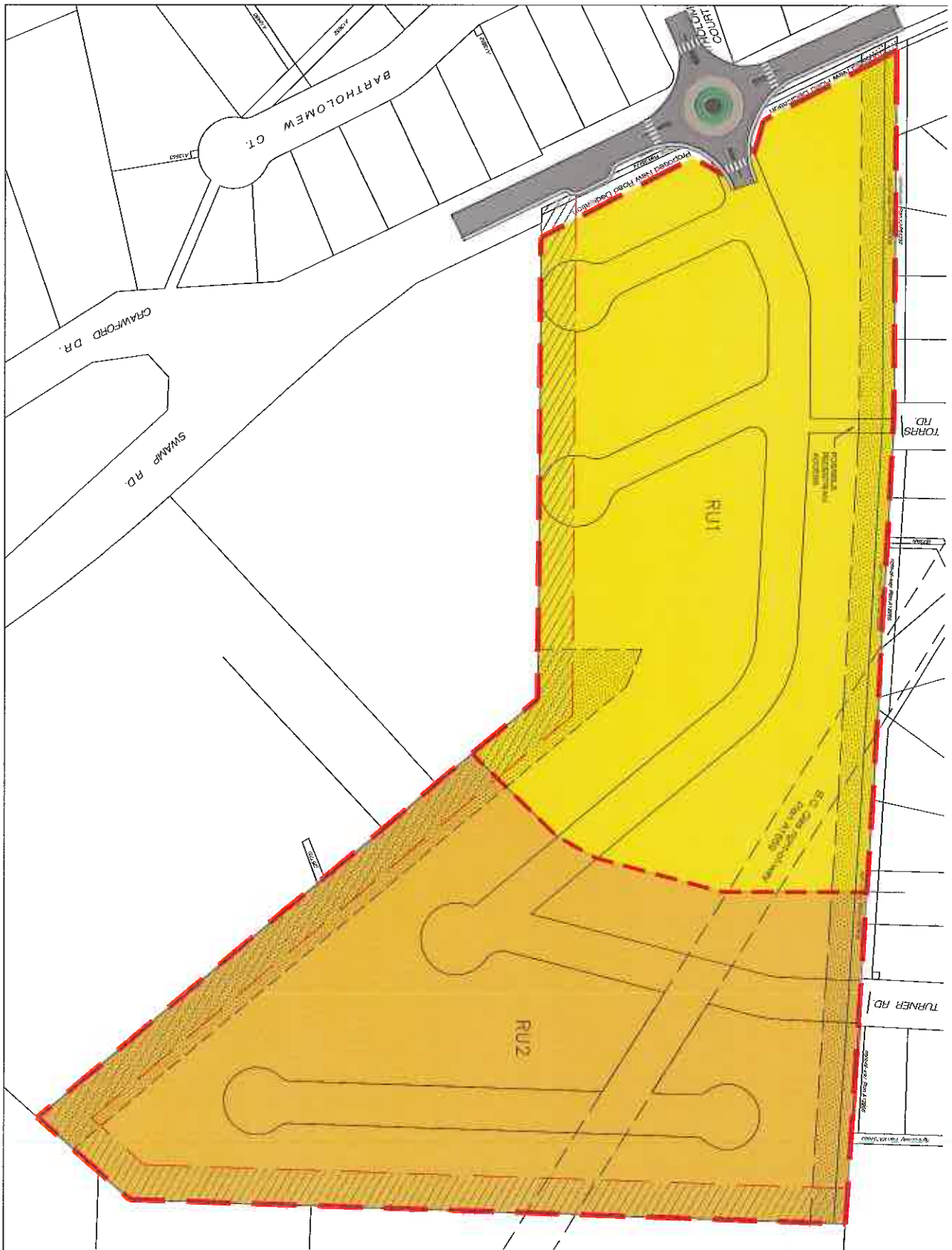
Amendment

designer	JA	scale	1:1500
date	2014-08-23		
created			

Map A

Revisions	No.	Date	Description

Notes:
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LEGEND:

- PROPERTY LINE
- PROTECTED RIPARIAN
- 15m ALR BUFFER
- A1 TO RU1
- A1 TO RU2
- CONCEPTUAL ROAD



NEW TOWN SERVICES
250.860.8185
www.newtownservices.net

project title

Dehart Zoning

project no. 1555

drawing title

Zoning Plan

designed	JA	scale	1:1500
date	2014-08-23		
checked			
drawing no.			

Map B

Revisions	No.	Date	Description

Notes:
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All drawings shall be used in conjunction with specifications and contract documents.



- LEGEND:**
- PROPERTY LINE
 - SITE AREA: 93,781.77m²
 - PROTECTED RIPARIAN
 - 15m ALR BUFFER

DEHART ENVIRO/ALR PLAN

NEW TOWN
SERVICES

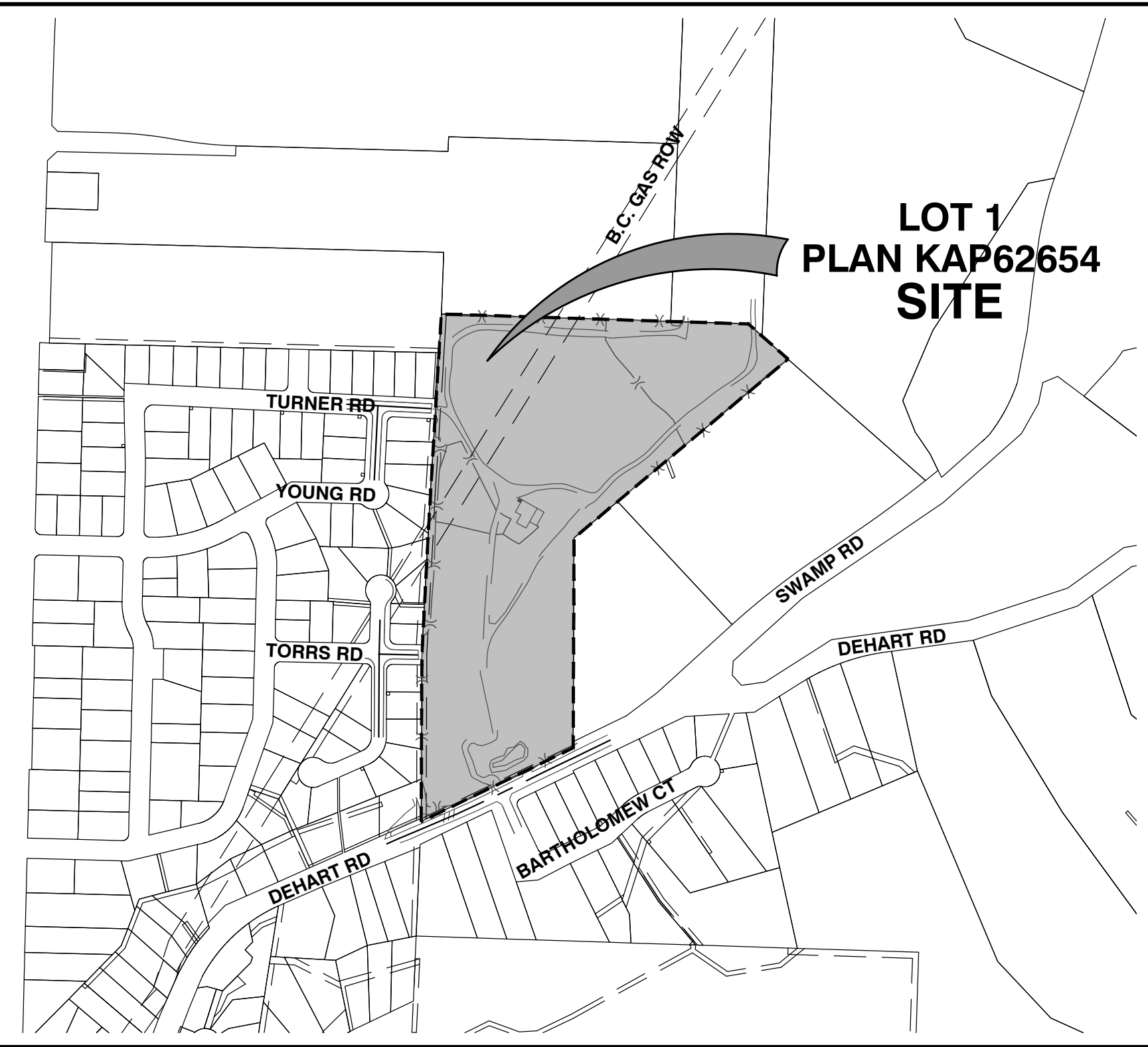
250.860.8185
www.newtownservices.net

JOB #: 1555
DATE: JULY 17, 2014
SCALE: 1:1800

ENGINEERING SERVICES PROVIDED BY



PROJECT MANAGEMENT ■ ENGINEERING ■ PLANNING ■ SURVEYING
454 Leon Avenue, Kelowna, B.C. Canada V1Y 6J3
Tel: (250) 448-0157, Fax: (778) 436-2312, E-mail: general@aplinmartin.com



KELOWNA, BC
SITE LOCATION PLAN

SCALE: 1 : 5000

DEVELOPER:

NEW TOWN PLANNING SERVICES LTD.

164 ST. PAUL STREET
KELOWNA, BC
V1W 2C7

PROJECT:

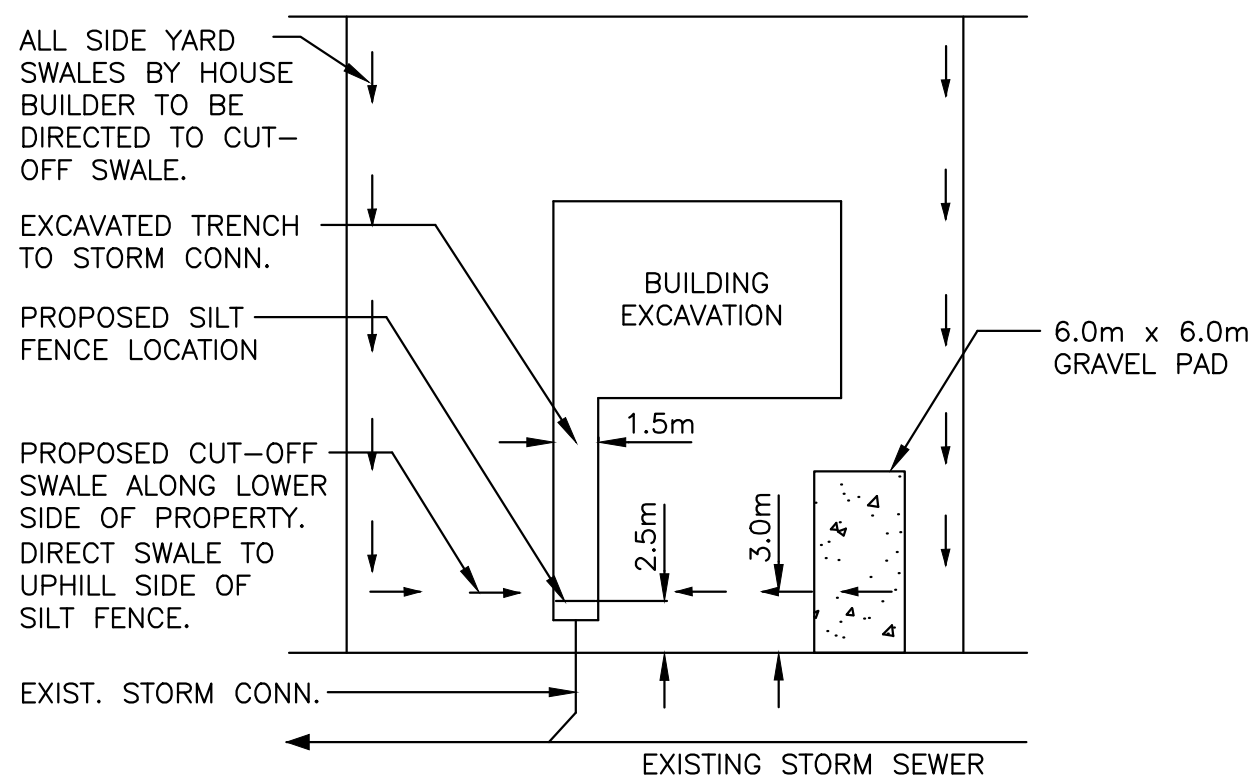
RESIDENTIAL SUBDIVISION

984 DEHART ROAD
LOT 1, PLAN KAP62654, SEC 31, TP 29, O.D.Y.D.

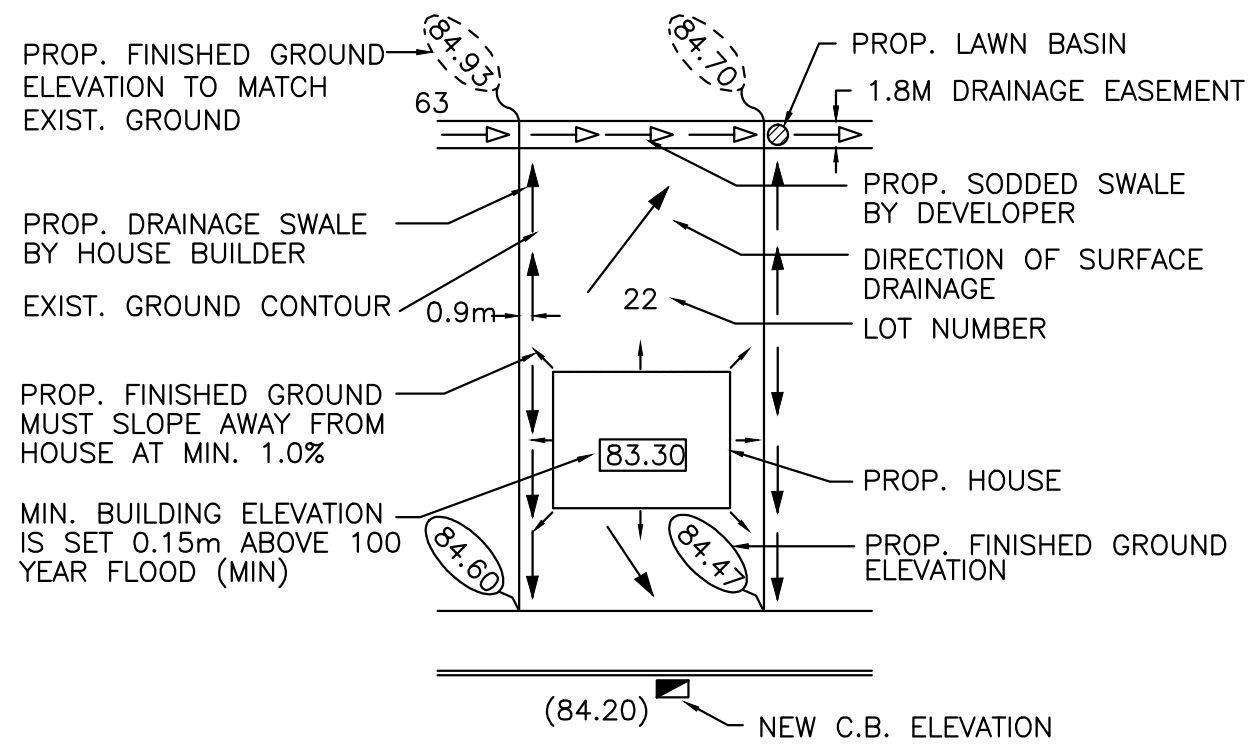
DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
01	COVER PAGE
02	GENERAL NOTES AND LEGEND
03	LOT SUBDIVISION PLAN
04	ROADWORKS - TURNER ROAD (EXTENSION)
05	ROADWORKS - ROAD A - STA. 0+000 - 0+200
06	ROADWORKS - ROAD A - STA. 0+200 - 0+330
07	ROADWORKS - ROAD B
07	CREEK RESTORATION PLAN
09	STANDARD DETAILS

APLIN & MARTIN PROJECT No. 12-651

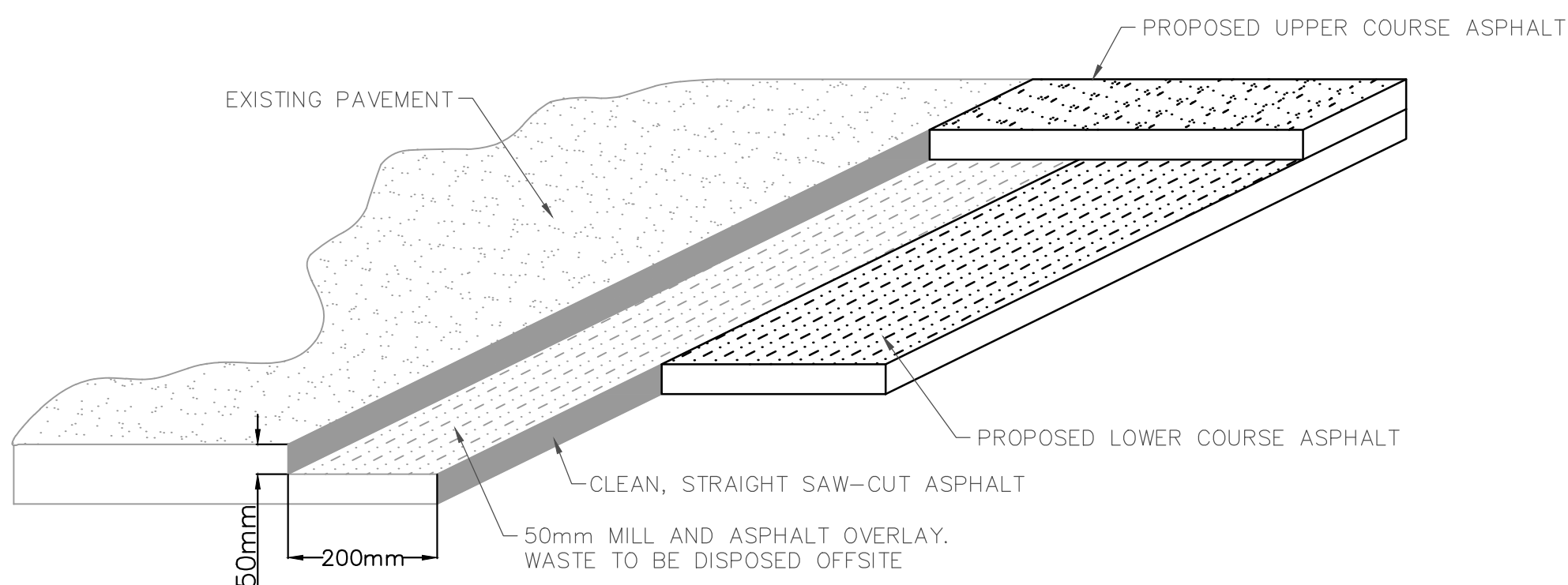
A&M DRAWING NO.: 12-651-01



INDIVIDUAL LOT SILT CONTROL (BY HOUSE BUILDER)
N.T.S.



TYPICAL LOT DETAIL



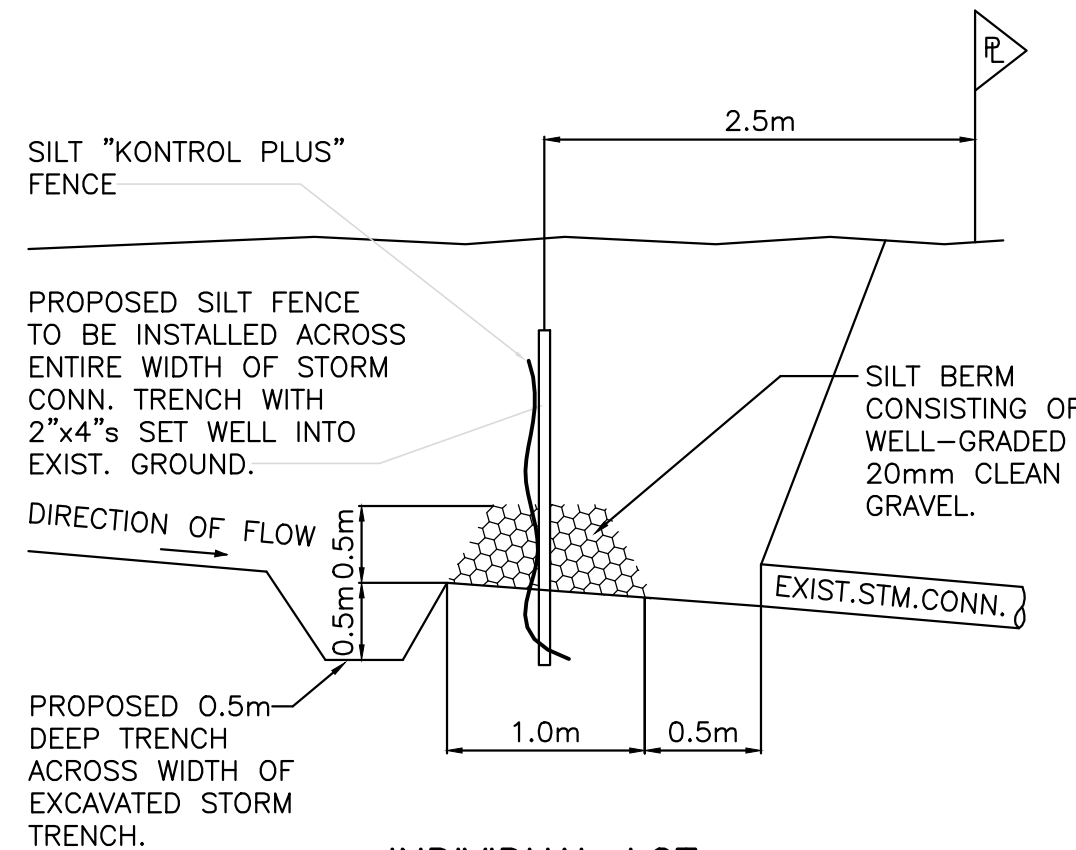
TIE-IN OF NEW PAVEMENT TO EXISTING PAVEMENT
N.T.S.

INDIVIDUAL LOT SILT CONTROL NOTES:

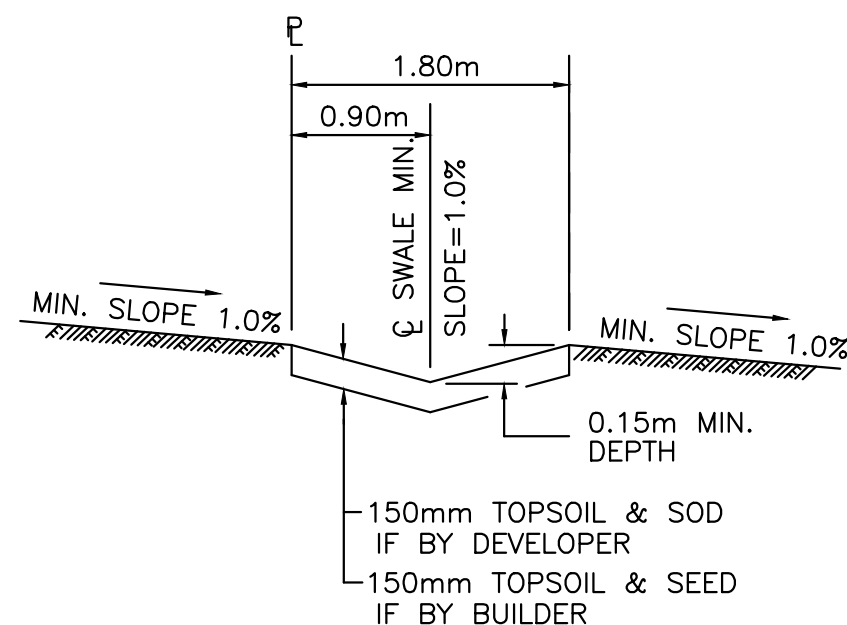
1. IT IS THE COMPLETE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT HOUSE BUILDERS DIRECT ALL LOT DRAINAGE TO A TEMPORARY SILT CONTROL FENCE/BERM.
2. SILT CONTROL AND CUT-OFF SWALE SHALL REMAIN IN PLACE UNTIL FINISHED LOT GRADING. ALSO, FOUNDATION TILE SHALL NOT BE CONNECTED TO STM. CONNECTION UNTIL ALL ON-SITE TILE IS PLACED AND BACKFILLED, IN THE INTERIM, TILE TRENCH TO STM. CONNECTION SHALL BE TEMPORARILY BLOCKED BY A SILT FENCE/BERM.
3. FILTER FABRIC FOR CONSTRUCTION OF SILT FENCE TO BE NICOLON "KONTROL PLUS" OR EQUIVALENT.
4. EACH HOUSE BUILDER SHALL INSTALL THE SILT FENCE/BERM AND CUT-OFF SWALE PRIOR TO UNCAPPING THE STORM CONNECTION AND EXCAVATING THE BUILDING FOOTPRINTS.
5. HOUSE BUILDER SHALL ENSURE THAT NO SILT-LADEN WATER SHALL BE PUMPED OUT OF OR DISCHARGED INTO THE STORM SEWER SYSTEM. EACH HOUSE BUILDER MAY BE REQUIRED TO INSTALL ADDITIONAL FACILITIES, AS NECESSARY, TO CONTROL THE DISCHARGE OF SILT-LADEN WATERS.
6. HOUSE BUILDER TO CONSTRUCT 6.0m x 6.0m GRAVEL SITE ACCESS PAD. PAD SHALL BE CONSTRUCTED OF 40mm CRUSHED GRAVEL AND BE 200mm.
7. ROAD MAINTENANCE THICK. GRAVEL PAD TO BE USED FOR ALL DELIVERIES TO SITE.

EACH BUILDER MUST MAKE EVERY POSSIBLE EFFORT TO MINIMIZE THE AMOUNT OF SOIL TRANSPORTED FROM THE BUILDING SITE ONTO THE ROADWAY. THIS IS PARTICULARLY IMPORTANT WHEN HEAVY MACHINERY, DUMP TRUCKS AND CONCRETE TRUCKS ARE ACCESSING THE SITE. THE PAVED ROAD SURFACE MUST BE REGULARLY CLEANED OF ACCUMULATIONS OF SOIL BY THE BUILDER.

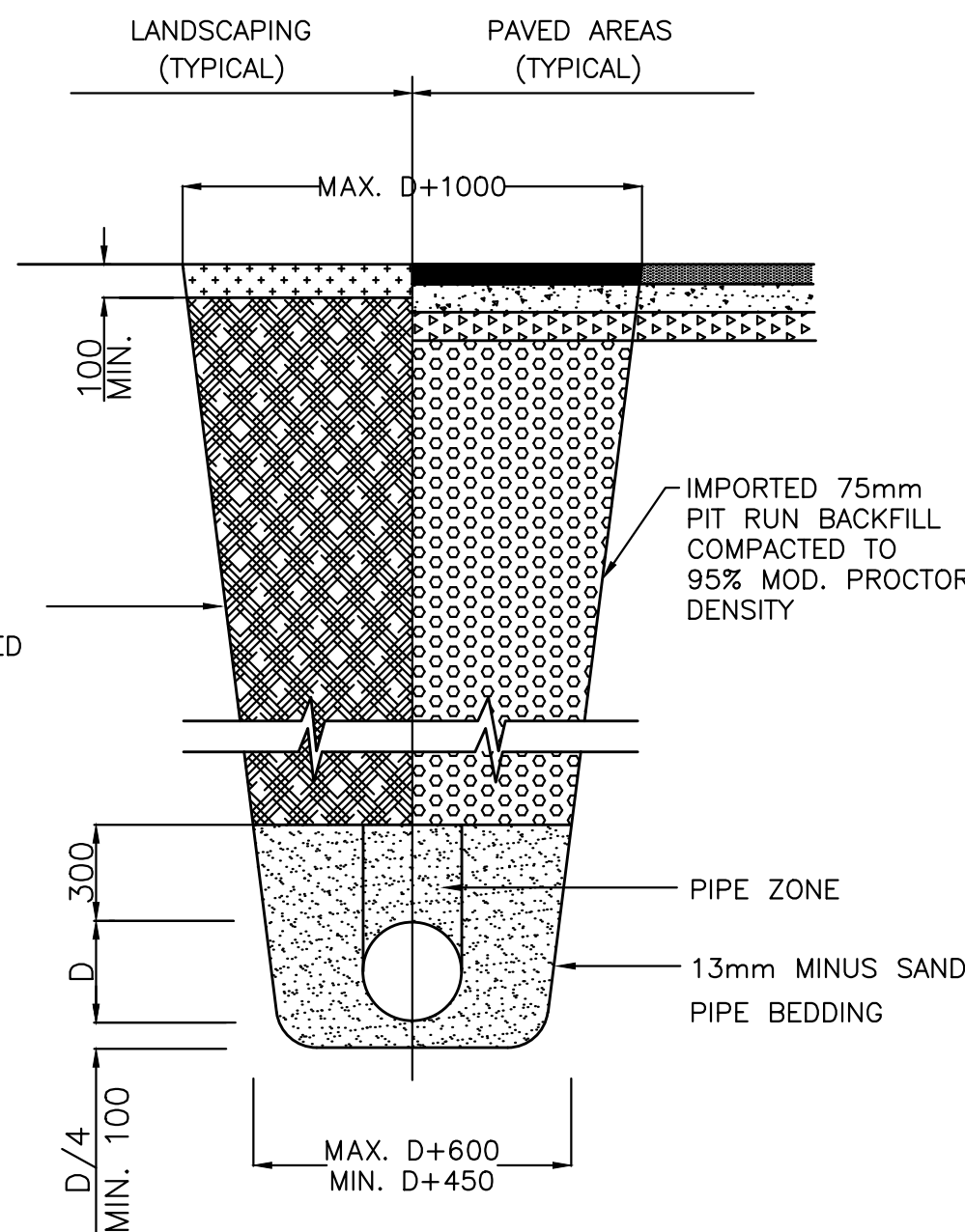
NO SOIL, SAND OR OTHER MATERIAL WITH A HIGH SEDIMENT CONTENT SHALL BE DEPOSITED OR PILED OUTSIDE THE PROPERTY BOUNDARIES, PARTICULARLY ON THE PAVED ROAD SURFACE. NO MATERIAL OF ANY TYPE IS TO BE DEPOSITED IN SUCH A WAY THAT IT INTERFERES WITH THE FLOW OF WATER ALONG THE CURBS OR INTO CATCH BASINS.



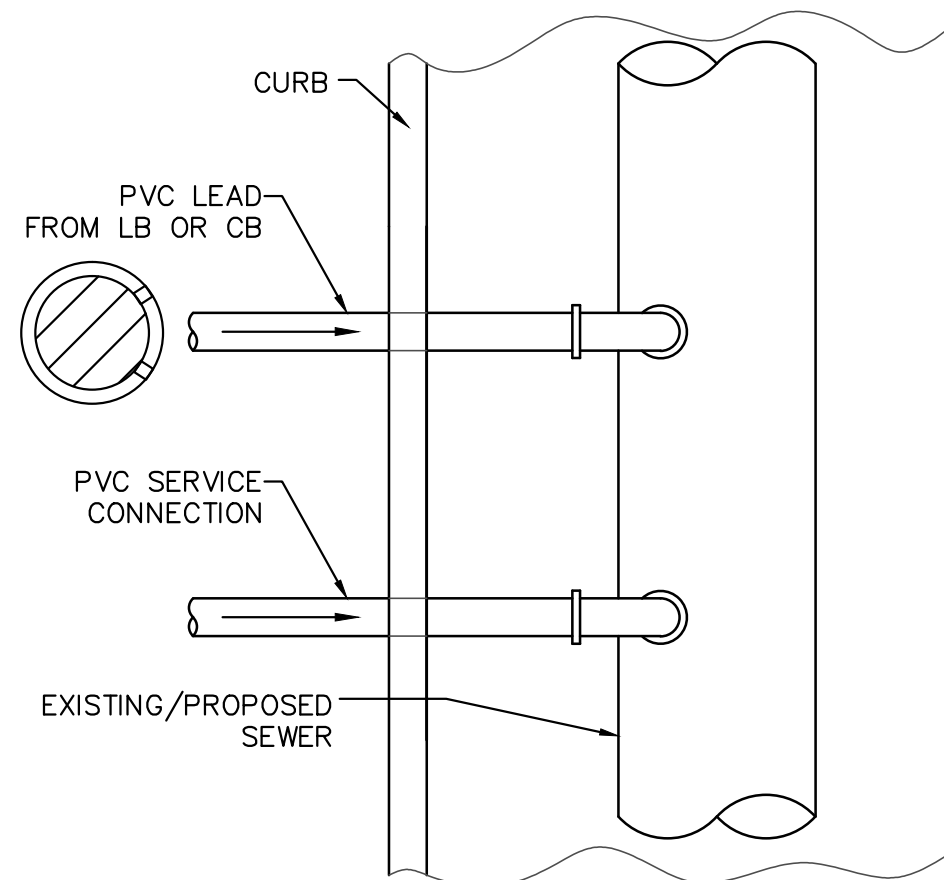
INDIVIDUAL LOT
SILT FENCE/BERM DETAIL
N.T.S.



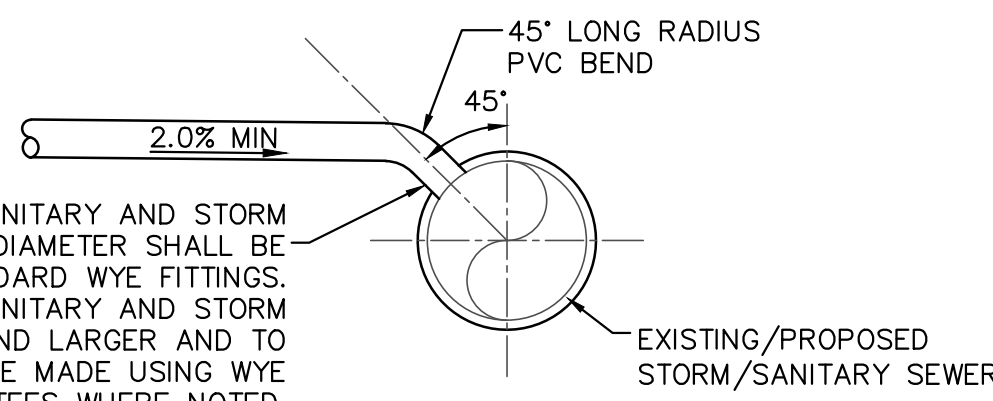
TYPICAL SECTION OF SWALE
N.T.S.



UTILITY TRENCH DETAIL
N.T.S.



PLAN



SECTION

CONNECTIONS TO SANITARY AND STORM SEWER
N.T.S.

LEGAL DESCRIPTION: LOT 2, PLAN KAP62654, SEC. 31, TP. 29, O.D.Y.D.

REV. NO.	DESCRIPTION	DR	CH	DATE	APP
0	ISSUED FOR REVIEW	TIG	MJT	13/01/02	JBK
1	ISSUED FOR DISCUSSION	TIG	MJT	13/03/05	JBK
2	ISSUED FOR REZONING	TIG	MJT	13/03/15	JBK

APLIN & MARTIN
CONSULTANTS LTD
PROJECT MANAGEMENT ■ ENGINEERING ■ PLANNING ■ SURVEYING

454 Leon Avenue, Kelowna, B.C. Canada V1Y 6J3
Tel: (250) 448-0157, Fax: (250) 436-2312, E-mail: general@aplinmartin.com

CLIENT: **NEW TOWN PLANNING SERVICES LTD.**

1450 PANDOSY ST., KELOWNA BC, V1Y 1P3
PH. (250) 860-8185

PROJECT: **RESIDENTIAL SUBDIVISION**

984 DEHART RD., KELOWNA BC
LOT 2, PLAN KAP62654, SEC. 31, TP. 29, O.D.Y.D.

The location of existing underground utilities are shown in an approximate way only & have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work, and agree to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

TITLE:

STANDARD DETAILS

PROJECT NO.

SCALE :

HORZ.

VERT.

DRAWING NO.

A & M DRAWING NO.

12-651 - 09

DESIGN: MJT CHECK: MJT
DRAWN: TIG APPR: JBK

A & M FILE:
12-651

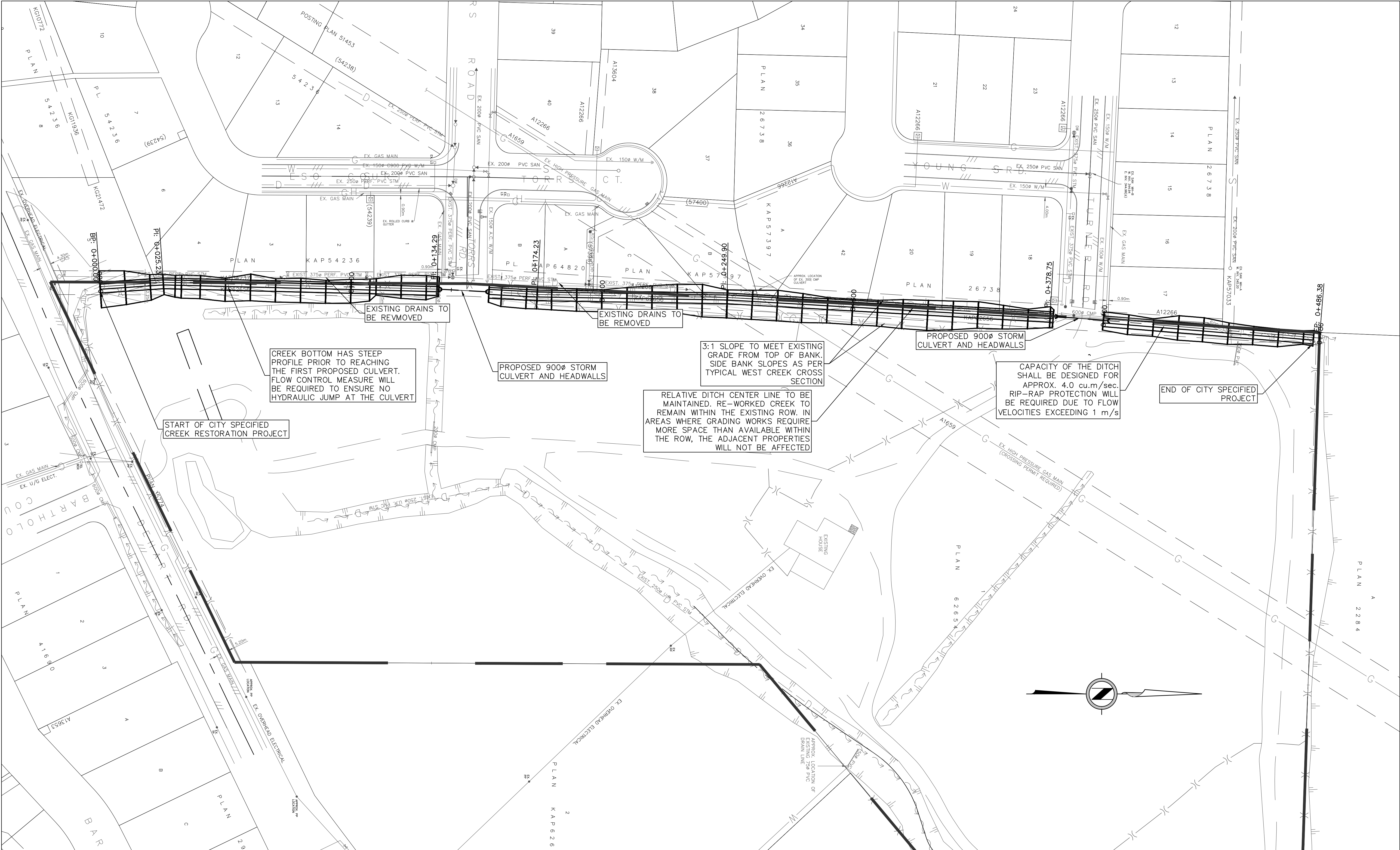
DRAWING DATE:
MARCH 2013

SHEET NO.

9 OF 9

REV.

2



LEGAL DESCRIPTION: LOT 2, PLAN KAP62654, SEC. 31, TP. 29, O.D.Y.D.					
B.M. MONUMENT NO. OCM73H1715 ELEVATION: 352.764 LOCATED AT HAZELL ROAD, 70m SOUTH OF THE TORRS ROAD INTERSECTION					
REV. NO.	DESCRIPTION	DR	CH	DATE	APP
0	ISSUED FOR REVIEW	TIG	MJT	13/01/02	JBK

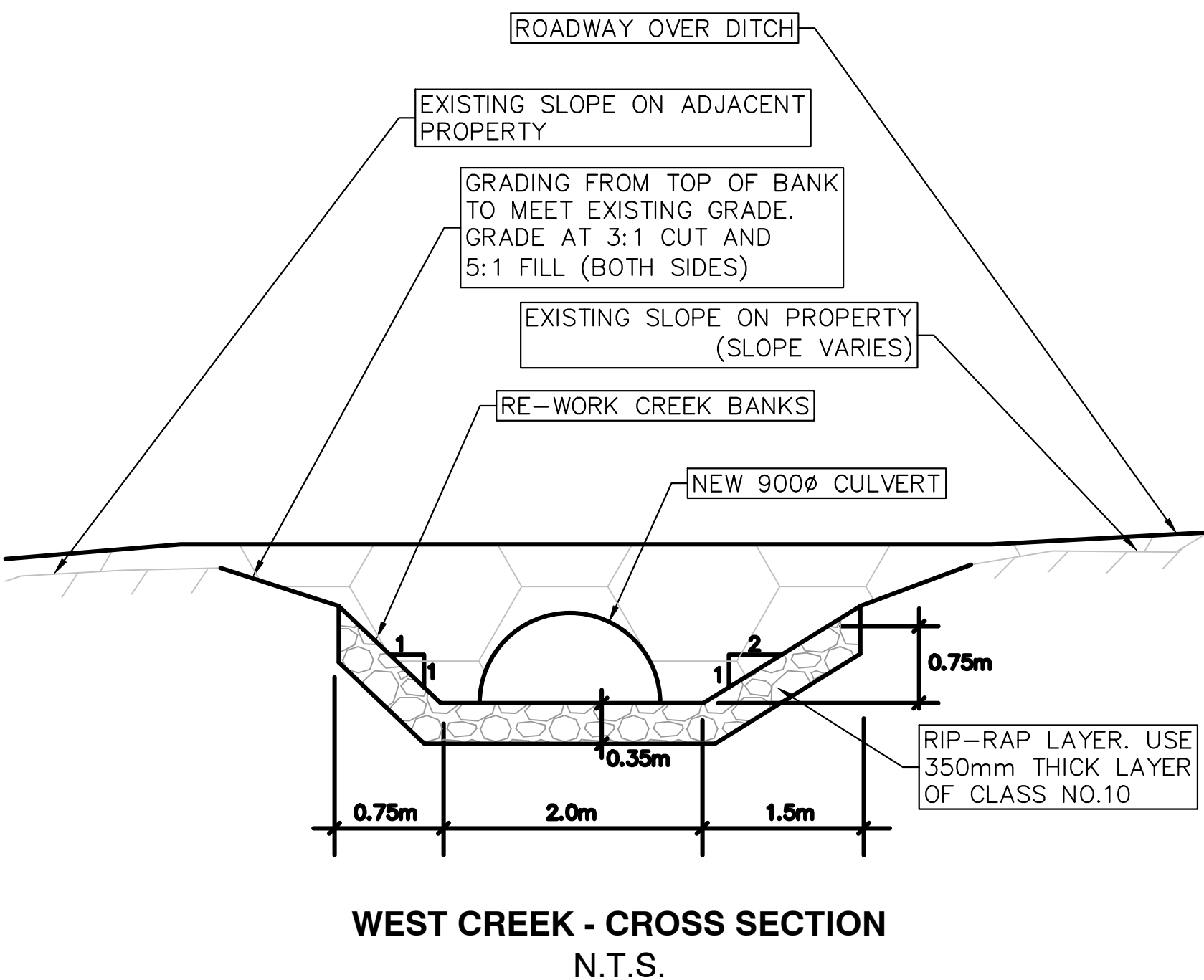
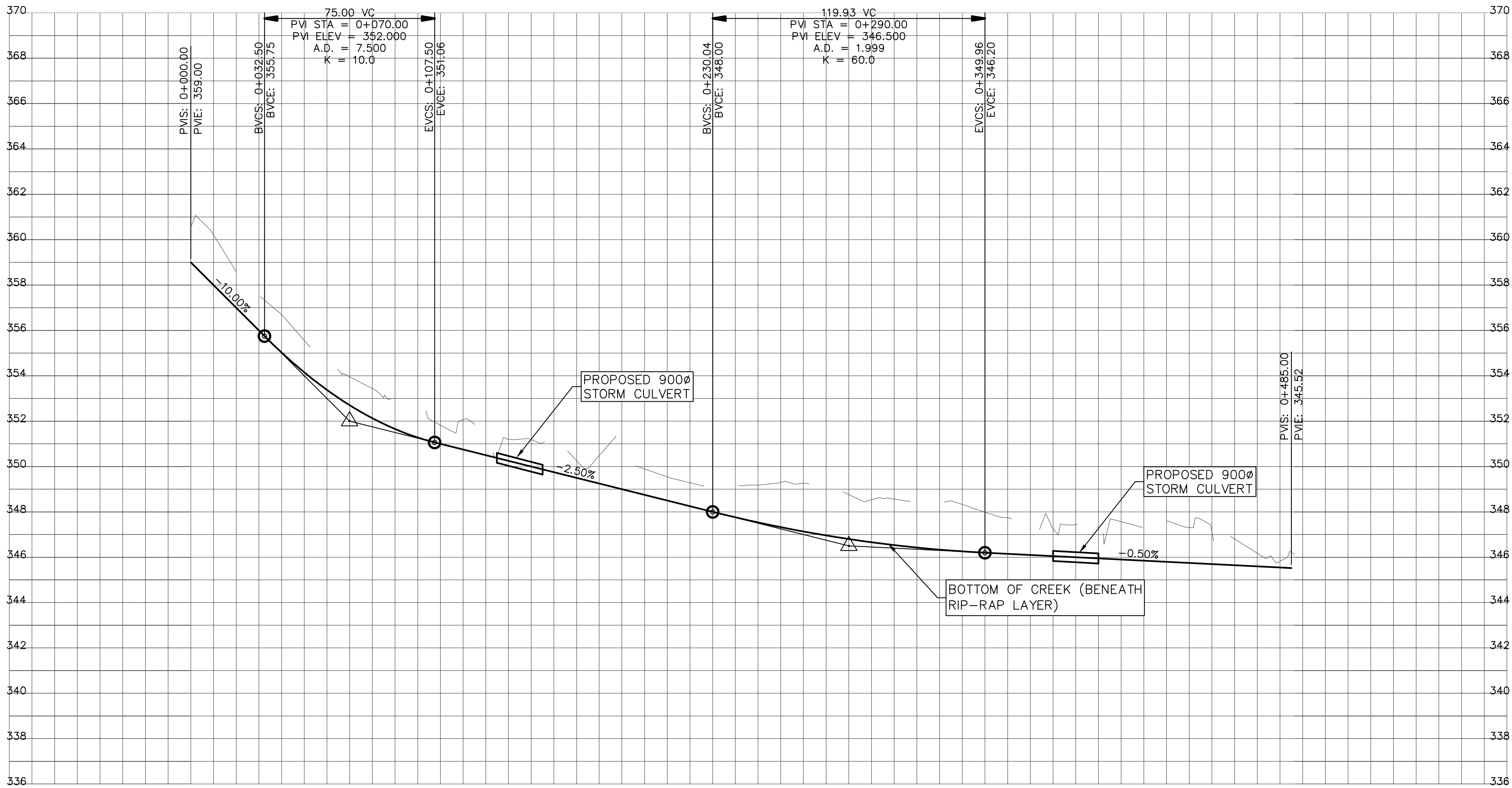
APLIN & MARTIN
CONSULTANTS LTD
PROJECT MANAGEMENT ■ ENGINEERING ■ PLANNING ■ SURVEYING
454 Leon Avenue, Kelowna, B.C. Canada V1Y 6J3
Tel: (250) 448-0157, Fax: (250) 436-2312, E-mail: general@aplinmartin.com

CLIENT:	NEW TOWN PLANNING SERVICES LTD. 1450 PANDOSY ST., KELOWNA BC, V1Y 1P3 PH. (250) 860-8185
	PROJECT: RESIDENTIAL SUBDIVISION 984 DEHART RD., KELOWNA BC LOT 2, PLAN KAP62654, SEC. 31, TP. 29, O.D.Y.D.

The location of existing underground utilities are shown in an approximate way only & have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work, and agree to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

TITLE: KEY PLAN - WEST CREEK UPGRADE	
PROJECT NO. .	SCALE : HORZ. VERT. A & M DRAWING NO. 12-651 - 01
DRAWING NO. .	

DESIGN: MJT DRAWN: TIG	CHECK: MJT APPR: JBK
A & M FILE: 12-651	
DRAWING DATE: DECEMBER 2012	
SHEET NO. 01 OF 02	REV. 0



EXISTING	PROPOSED
-0+080	
-0+060	
-0+040	
-0+020	
0+000	359.00
0+020	357.00
0+040	355.03
0+060	353.38
0+080	352.13
0+100	351.28
0+120	350.75
0+140	350.25
0+160	349.75
0+180	349.25
0+200	348.75
0+220	348.25
0+240	347.76
0+260	347.32
0+280	346.96
0+300	346.66
0+320	346.42
0+340	346.26
0+360	346.15
0+380	346.05
0+400	345.95
0+420	345.85
0+440	345.75
0+460	345.65
0+480	345.55
0+500	
0+520	
0+540	
0+560	
0+580	

WEST CREEK - PROFILE

LEGAL DESCRIPTION: LOT 2, PLAN KAP62654, SEC. 31, TP. 29, O.D.Y.D.						
B.M. MONUMENT NO. OCM73H1715		ELEVATION: 352.764				
LOCATED AT HAZELL ROAD, 70m SOUTH OF THE TORRS ROAD INTERSECTION						
REV. NO.	DESCRIPTION		DR	CH	DATE	APP
0	ISSUED FOR REVIEW		TIG	MJT	13/01/02	JBK

APLIN & MARTIN
CONSULTANTS LTD

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CLIENT:	NEW TOWN PLANNING SERVICES LTD. 1450 PANDOSY ST., KELOWNA BC, V1Y 1P3 PH. (250) 860-8185
PROJECT:	RESIDENTIAL SUBDIVISION 984 DEHART RD., KELOWNA BC LOT 2, PLAN KAP62654, SEC. 31, TP. 29, O.D.Y.D.

The location of existing underground utilities are shown in an approximate way only & have not been independently verified by the owner or its representative. The contractor shall determine the exact location of all existing utilities before commencing work, and agree to be fully responsible for any and all damages which might be occasioned by the contractor's failure to exactly locate and preserve any and all underground utilities.

TITLE:		DESIGN: MJT DRAWN: TIG		CHECK: MJT APPR: JBK	
PROJECT NO.		SCALE :		A & M FILE:	
DRAWING NO.		HORZ. VERT.		12-651	
		A & M DRAWING NO.		DRAWING DATE:	
		12-651 - 02		DECEMBER 2012	
				SHEET NO.	REV.
				02 OF 02	0

CITY OF KELOWNA

MEMORANDUM

Date: August 25, 2014
File No.: Z13-0016

To: Subdivision, Agriculture & Environment Department (MS)

From: Development Engineering Manager(SM)

Subject: 984 Dehart Road *REVISED* A1 to RU1/RU2 (110 lots)

The Development Services Department has the following comments and requirements associated with this rezoning for the proposed residential development. The following Works & Services are required for this application:

.1) General

- a) This proposed subdivision may require the installation of centralized mail delivery equipment. Please contact Rick Ould, Delivery Planning Officer, Canada Post Corporation, 530 Gaston Avenue, Kelowna, BC V1Y 2K0 to obtain further information and to determine suitable location(s) within the development.
- b) PRIOR TO FINAL ADOPTION OF THE ZONE AMENDING BYLAW, a Predesign report specific to this development is required to identify all offsite servicing needs in accordance with the Subdivision, Development and Servicing Bylaw. A Servicing Agreement for all offsite works required by this subdivision must be provided, along with Performance Security, before final adoption of the Zone Amending Bylaw.
- c) Where there is a possibility of a high water table or surcharging of storm drains during major storm events, non-basement homes may be required. This must be determined by the engineer and detailed on the Lot Grading Plan required in the drainage section.
- d) The Drainage Division noted that tributary stream crosses the lands. The stream may affect the layout.

.2) Geotechnical Report

- a) Provide a comprehensive geotechnical report prepared by a Professional Engineer competent in the field of hydro-geotechnical engineering to address the items below: **NOTE: The City is relying on the Geotechnical Engineer's report to prevent any damage to property and/or injury to persons from occurring as a result of problems with soil slippage or soil instability related to this proposed subdivision.**

The Geotechnical reports must be submitted to the Development Services Department prior to submission of engineering drawings.

- (i) Area ground water characteristics, including any springs and overland surface drainage courses traversing the property. Identify any monitoring required.
- (ii) Site suitability for development.
- (iii) Site soil characteristics (i.e. fill areas, sulphate content, unsuitable soils such as organic material, etc.).
- (iv) Any special requirements for construction of roads, utilities and building structures.
- (v) Suitability of on-site disposal of storm water and sanitary waste, including effects upon adjoining lands.
- (vi) Slope stability, rock fall hazard and slippage including the effects of drainage and septic tank effluent on the site.
- (vii) Identify slopes greater than 30%.
- ii) Top of bank assessment and location including recommendations for property line locations, septic field locations, building setbacks, and ground water disposal locations.
- iii) Recommendations for items that should be included in a Restrictive Covenant.
- iv) Any special requirements that the proposed subdivision should undertake so that it will not impact the bank(s). The report must consider erosion and structural requirements.
- v) Any items required in other sections of this document.
- vi) Recommendations for erosion and sedimentation controls for water and wind.
- vii) Recommendations for roof drains and perimeter drains.

.3) Water

- a) The property is located within the South East Kelowna Irrigation District (SEKID) service area.
- b) Provide an adequately sized domestic water and fire protection system complete with individual lot connections. The water system must be capable of supplying domestic and fire flow demands of the project in accordance with the Subdivision, Development & Servicing Bylaw. Provide water calculations for this subdivision to confirm this. Ensure every building site is located at an elevation that ensures water pressure is within the bylaw pressure limits. Note: Private pumps are not acceptable for addressing marginal pressure.

.4) Sanitary Sewer

- a) Provide an adequately sized sanitary sewer system complete with individual lot connections.
- b) Our records indicate a 200mm main exists at the end of Torrs Road adjacent to the site.

.5) Drainage

- a) Provide an adequately sized drainage system complete with individual lot connections. The Subdivision, Development and Servicing Bylaw require that each lot be provided with an individual connection; however, the City Engineer may permit use of individual ground water disposal systems, where soils are suitable. For on-site disposal of drainage water, a hydrogeotechnical report will be required complete with a design for the disposal method (i.e. trench drain / rock pit). The Lot Grading Plan must show the design and location of these systems for each lot.
- b) Provide the following drawings:
 - i) A detailed Lot Grading Plan (indicate on the Lot Grading Plan any slopes that are steeper than 30% and areas that have greater than 1.0 m of fill);
 - ii) A detailed Stormwater Management Plan for this subdivision; and,
 - iii) An Erosion and Sediment Control Plan.
- c) Show details of dedications, rights-of-way, setbacks and non-disturbance areas on the lot Grading Plan.
- d) Significant banks are located on the subject property. The slopes appear to be sensitive to erosion; temporary and permanent measures must be taken to prevent erosion and sediment transport.
- e) Identify clearly on a contour map, or lot grading plan, the top of bank(s). Provide cross sections along the top of the bank at each property corner and at locations where there are significant changes in slope. Cross sections are to be perpendicular to the contour of the slope. Show the proposed property lines on the cross sections. Not all areas have a clear top of bank; and therefore, field reconnaissance by City staff and the applicant may be needed to verify a suitable location for property lines.

.6) Roads

- (a) *Dehart Road is designated an arterial road. Dehart Rd must be upgraded to an urban standard along the full frontage of this proposed development, including curb and gutter, separate sidewalk, bus stop, drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost for this construction for bonding purposes is \$84,000.00. Not included in the estimate are costs for pole relocations.*
- (b) *Dehart Rd and Bartholomew Court/Road A intersection will require the construction of a roundabout for safe access movements onto Dehart Rd.*

*Construct and dedicate a four leg roundabout to current standard including curb and gutter, separate sidewalk, drainage system including catch basins, manholes and pavement removal and replacement, street lighting and re-location or adjustment of utility appurtenances if required to accommodate the upgrading construction. The estimated cost for this construction for bonding purposes is **\$350,000.00**. Not included in the estimate are costs for pole relocations.*

- (c) *Dehart Rd from Gordon drive to the development frontage will require a concrete sidewalk. The work will be cost shared by City of Kelowna to a maximum of \$25,000.00. The estimated cost for this construction for bonding purposes is **\$32,000.00**. Not included in the estimate are costs for pole relocations.*
- (d) *The existing bus stop on Dehart Road will require upgrading to current standard (UBS2). The estimated cost for this construction for bonding purposes is included in the Dehart Rd bonding.*
- b) *Landscaped boulevards, complete with underground irrigation, may be required on Dehart Road.*
- c) *Driveway access is not permitted onto Dehart Road. A restrictive covenant in favour of the City of Kelowna, registered under Section 219 of the Land Title Act, must be granted to the effect that vehicular access is not permitted from abutting lots. The subdivision plan must be endorsed to the effect that a covenant is to be registered. The covenant must be registered as a priority charge and is to be indicated on the Lot Grading Plan.*
- d) *Verify that physical driveway access will satisfy City requirements for all lots. For steeper lots (15% and greater), show driveways on the lot grading plan with grades or profiles. Where lots are serviced by onsite sewage disposal systems, show limits of cut and fill lines.*

7) Dedication and Subdivision Requirements

By registered plan to provide the following:

- (a) *Grant Statutory Rights Of Way if required for utility services.*
- (b) *Provide an additional highway allowance widening of ~3.20m (west end) tapering to ~6.22m (east end) on Dehart Road.*
- (c) *Road dedication required to accommodate the roundabout.*
- (d) *If any road dedication or closure affects lands encumbered by a Utility right-of-way (such as Hydro, Telus, Gas, etc.) please obtain the approval of the utility. Any works required by the utility as a consequence of the road dedication or closure must be incorporated in the construction drawings submitted to the City's Development Manager.*

.8) Power and Telecommunication Services and Street Lights

- a) *All proposed distribution and service connections for the subdivision are to be installed underground. Existing distribution and service connections, on that portion of a road immediately adjacent to the site, are to be relocated and installed underground*

- b) Street lights must be installed on all roads.
- c) Before making application for approval of your subdivision plan, please make arrangements with Fortis BC for the pre-payment of applicable charges and tender a copy of their receipt with the subdivision application.
- d) Make servicing applications to the respective Power and Telecommunication utility companies. The utility companies are required to obtain the City's approval before commencing construction.

.8) Design and Construction

- a) Design, construction supervision and inspection of all off-site civil works and site servicing must be performed by a Consulting Civil Engineer and all such work is subject to the approval of the City Engineer. Drawings must conform to City standards and requirements.
- b) Engineering drawing submissions are to be in accordance with the City's "Engineering Drawing Submission Requirements" Policy. Please note the number of sets and drawings required for submissions.
- c) Quality Control and Assurance Plans must be provided in accordance with the Subdivision, Development & Servicing Bylaw No. 7900 (refer to Part 5 and Schedule 3).
- d) A "Consulting Engineering Confirmation Letter" (City document 'C') must be completed prior to submission of any designs.
- e) Before any construction related to the requirements of this subdivision application commences, design drawings prepared by a professional engineer must be submitted to the City's Works & Utilities Department. The design drawings must first be "Issued for Construction" by the City Engineer. On examination of design drawings, it may be determined that rights-of-way are required for current or future needs.

.9) Servicing Agreements for Works and Services

- a) A Servicing Agreement is required for all works and services on City lands in accordance with the Subdivision, Development & Servicing Bylaw No. 7900. The applicant's Engineer, prior to preparation of Servicing Agreements, must provide adequate drawings and estimates for the required works. The Servicing Agreement must be in the form as described in Schedule 2 of the bylaw.
- b) Part 3, "Security for Works and Services", of the Bylaw, describes the Bonding and Insurance requirements of the Owner. The liability limit is not to be less than \$5,000,000 and the City is to be named on the insurance policy as an additional insured.

.10) Other Engineering Comments

- a) Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.

- b) If any road dedication affects lands encumbered by a Utility right-of-way (such as Terasen, etc.) please obtain the approval of the utility prior to application for final subdivision approval. Any works required by the utility as a consequence of the road dedication must be incorporated in the construction drawings submitted to the City's Development Manager.

.11) Bonding and Levy Summary

Bonding

Dehart Rd Frontage Improvements	\$ 84,000.00
Dehart Road Roundabout	\$ 350,000.00
Dehart road Sidewalk	<u>\$ 32,000.00</u>
Total	\$ 466,000.00

NOTE: The bonding amount shown above are comprised of estimated construction costs escalated by 140% to include engineering design and contingency protection and are provided for information purposes only. The owner should engage a consulting civil engineer to provide detailed designs and obtain actual tendered construction costs if he wishes to do so. Bonding for required off-site construction must be provided and may be in the form of cash or an irrevocable letter of credit, in an approved format.

The owner must also enter into a servicing agreement in a form provided by the City.



Steve Muenz, P.Eng.
Development Engineering Manager
SS

August 28, 2014

New Town Services
1464 St Paul Street
Kelowna, BC V1Y 2E6

Attention: Keith Funk, MCIP, PIBC
Principal

Dear Sir:

**RE: SUPPLEMENTARY REPORT – 110 SINGLE FAMILY HOMES
TRAFFIC IMPACT ASSESSMENT FOR THE PROPOSED
DEHART ROAD DEVELOPMENT, KELOWNA, BRITISH COLUMBIA**

1.0 BACKGROUND

We are pleased to submit this *supplementary traffic impact assessment* for the proposed 110 single family home development on Dehart Road in the vicinity of Bartholomew Court. A traffic impact assessment report for the area was prepared by CTQ Consultants Ltd. dated April 4, 2013. Another traffic assessment report was prepared by EYH Consultants Ltd. in November 2013 and it was revised on January 2014. These studies were based on 55 single family homes and 200 townhouse units.

A meeting with City staff was held on August 22, 2014. The City indicated that another traffic study is not required. However, the City has requested a traffic circle at the Dehart Road and Bartholomew Court intersection and a sidewalk on Turner Road as part of the rezoning approval requirements.

New Town Services asked EYH Consultants to conduct a review of the traffic control requirements at the Dehart Road and Bartholomew Court intersection to accommodate the traffic generated by the 110 single family homes.

In conducting this review, traffic generation rates, distributions and assignments are the same as the November 2013 and January 2014 EYH Consultants reports. The details are not repeated in this report.

2.0 PROPOSED DEVELOPMENT

The development site is located on the north side of Dehart Road at Bartholomew Court. A rezoning application will be submitted to the City for 110 single family homes. The proposed layout is shown in FIGURE 1.



FIGURE 1 – 110-LOT SUBDIVISION LAYOUT PLAN

SOURCE: New Town Services

3.0 DEVELOPMENT TRAFFIC

Using the same traffic generation rates, distributions and assignments from EYH previous studies, development traffic volumes were generated and shown in TABLE 1. The 2018 and 2030 combined traffic volumes are shown in APPENDIX 1.

**TABLE 1 DEVELOPMENT PEAK HOUR TRAFFIC VOLUME SUMMARY
FOR 110 SINGLE FAMILY HOMES, VEHICLES PER HOUR**

INTERSECTION	MORNING PEAK HOUR	AFTERNOON PEAK HOUR
Trips Generated	83	110
100% to Dehart Road Inbound/Outbound	21/62	69/41

4.0 INTERSECTION PERFORMANCE REVIEW

The Dehart Road and Bartholomew Court intersection performance review was conducted using the Synchro (HCM 2000) and SIMTraffic software. Synchro (HCM 2010) was also used. The 2010 version provides better LOS because of updated analytical techniques. For comparison purpose, results from Synchro (HCM 2000) were used in this report.

Intersection performance is measured by Level of Service. Levels of Service (LOS) A and B are excellent operating conditions and very minimum delays are anticipated. LOS C and D are operating conditions where some delays may occur but generally traffic moves freely. LOS E and F are congested conditions and improvements or changes are usually required. *Please note that the Synchro and SIMTraffic analyses output printouts are excluded from this report in order to reduce paper use. PDF copies are available upon request.*

Two traffic control scenarios were analyzed:

- STOP sign control; and
- Traffic signal control.

A. STOP Sign Control

Using combined single family development and base traffic volumes for 2018 and 2030 as shown in APPENDIX 1, intersection performance was calculated. The Levels of Service of the STOP control movements for both horizon years are shown in TABLE 2. The analyses were conducted with a left turn lane for eastbound traffic onto the development site and a mirroring left turn lane for the westbound traffic turning onto Bartholomew Court. As shown in TABLE 2, the Levels of Service of all controlled movements are C or better. The STOP control will be sufficient for the 2018 and 2030 traffic volumes.

**TABLE 2 – 110 SINGLE FAMILY HOMES LEVEL OF SERVICE SUMMARY
DEHART ROAD AND BARTHOLOMEW COURT INTERSECTION, STOP SIGN CONTROL**

110 – SINGLE FAMILY HOMES	2018 PEAK HOUR LEVEL OF SERVICE		2030 PEAK HOUR LEVEL OF SERVICE	
MOVEMENT	AM	PM	AM	PM
Through traffic on Dehart Road	Unrestricted	Unrestricted	Unrestricted	Unrestricted
Eastbound Left Turn on Dehart Road	A	A	A	A
Westbound Left Turn on Dehart Road	A	A	A	A
Northbound on Bartholomew, All movements	C	C	C	C
Southbound on Access Road, All movements	C	C	C	C

B. Traffic Signal Control

Using combined single family development and base traffic volumes for 2030 as shown in APPENDIX 1, intersection performance with a signal control was calculated. The Levels of Service of the signal control movements are shown in TABLE 3. It should be noted that the Levels of Service for the STOP and the signal control are A for the Dehart Road movements. This is an excellent level and delays are not anticipated. Given that the Levels of Service of movements at the signal control intersection are C or better, traffic signal is unwarranted. STOP control will be sufficient for both 2018 and 2030 horizon years.

C. Queue Length on Dehart Road

The queuing lengths of the left turn lanes on Dehart Road were determined by using SIMTraffic computer software. The 95th percentile left turn queue lengths for 2018 and 2030 traffic conditions with STOP and signal controls are shown in TABLE 4. For STOP control, left turn lanes are unwarranted because left turn movements are anticipated to operate at Levels of Service A with very limited delays. The left turn queuing lengths for signal control are approximately one car length. However, the Transportation Association of Canada (TAC) guidelines require 15m left turn lanes for signalized intersections. Queuing lengths for the signal are presented for information only since traffic signals are unwarranted for the years 2018 and 2030.

**TABLE 3 – 110 SINGLE FAMILY HOMES LEVEL OF SERVICE SUMMARY
DEHART ROAD AND BARTHOLOMEW COURT INTERSECTION, TRAFFIC SIGNAL CONTROL**

110 – SINGLE FAMILY HOMES	2030 PEAK HOUR LEVEL OF SERVICE	
MOVEMENT	AM	PM
Through traffic on Dehart Road	Unrestricted	Unrestricted
Eastbound Left Turn on Dehart Road	A	A
Westbound Left Turn on Dehart Road	A	A
Northbound on Bartholomew, All movements	A	A
Southbound on Access Road, All movements	C	B

**TABLE 4 – 110 SINGLE FAMILY HOMES
95th PERCENTILE QUEUE LENGTH SUMMARY
DEHART ROAD AND BARTHOLOMEW COURT INTERSECTION**

110 – SINGLE FAMILY HOMES	2018 PEAK HOUR QUEUE LENGTH, m		2030 PEAK HOUR QUEUE LENGTH, m	
APPROACH	AM	PM	AM	PM
STOP CONTROL				
Eastbound Left Turn onto Site	0	0	0	0
Westbound Left Turn To Bartholomew	0	0	0	0
SIGNAL CONTROL				
Eastbound Left Turn onto Site	NA	NA	8.1	9.3
Westbound Left Turn To Bartholomew	NA	NA	0	7.8

Note: Transportation Association of Canada (TAC) recommends left turn lane for signalized intersections be a minimum of 15m.

8.0 CONCLUSION

This review concluded that a traffic signal and left turn lanes are unwarranted for the proposed 110 single family home development for the 2018 and 2030 horizon years.

Yours truly,

EYH CONSULTANTS LTD.

A handwritten signature in black ink, appearing to read 'Al Popoff', with a long horizontal line extending from the bottom of the signature.

per: Al Popoff
Associate & Senior Consultant

A handwritten signature in black ink, appearing to read 'Eanson Ho', with a long horizontal line extending from the bottom of the signature.

per: Eanson Ho, MBA, P.Eng.
President & Senior Consultant

**APPENDIX 1 – TRAFFIC VOLUMES AT THE BARTHOLOMEW COURT
AND DEHART ROAD INTERSECTION**

Dehart Road Eastbound			Dehart Road Westbound			Bartholomew Court Northbound			Road A Southbound		
EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR

2018 Single Family + Base

	1LT	1 Thru & RT		1LT	1 Thru	1RT	1 lane for all movements			1lt & Thru		1RT
AM	8	694	1	1	344	13	2	0	3	38	0	25
PM	28	360	1	9	631	42	5	0	1	25	0	15

2030 Single Family + Base

	1LT	1 Thru & RT		1LT	1 Thru	1RT	1 lane for all movements			1lt & Thru		1RT
AM	8	869	2	1	431	13	3	0	4	38	0	25
PM	28	451	2	11	791	42	6	0	1	25	0	15

LT = Left Turn; Thru=Through; RT = Right Turn

1555-C

December 18, 2012

South East Kelowna Irrigation District

Attn.: Mr. Toby Pike

3235 Gulley Road

Kelowna, BC

V1W 4E5

Dear Mr. Pike

Subject: SEKID Boundary Adjustment to Exclude Lot 1, Plan 62654

This letter is to confirm that I will cover the administrative costs incurred by SEKID for the advancement of this proposed boundary adjustment to exclude 984 Dehart Road. Kindly advance any invoices to:

Dr. A. Rezansoff
25088 PO Mission
Kelowna BC
V1W 3Y7

Thank you for your assistance with this application for service boundary adjustment.

Sincerely,



Dr. A. Rezansoff

cc. New Town Planning Services Inc.

SETTLEMENT AND RELEASE AGREEMENT

This Agreement dated for reference this ____ day of _____, 2010.

BETWEEN

CITY OF KELOWNA
1435 Water Street
Kelowna, B.C. V1Y 1J4

(the "City")

AND

ALEXANDER REZANSOFF
PO Box 25088 RPO Mission Park
Kelowna, BC V1W 3Y7

("the Owner")

WHEREAS:

- A. The Owner is the registered owner of a 50% interest in title to lands within the boundaries of the City of Kelowna on which it wishes to undertake residential development, with a civic address of 984 Dehart Road and a legal description of Section 31, Plans KAP 62654 , Lot 1 (the "Lands")
- B. The Owner has been farming the Lands since 1987. Between June 22, 2009 and July 9, 2009 the City has alleged that the Owner performed work on the lands including screening of materials, infilling of a tributary to Thompson Creek and other works not permitted to occur without having confirmed that a development permit had been obtained, as required by Section 920 of the *Local Government Act* which allegations have been denied by the Owner (the "Bylaw Dispute")
- C. The parties have agreed to resolve the Bylaw Dispute upon the terms and conditions as set forth in this Agreement.

Therefore, in and for the consideration of the mutual agreements set out below, the parties covenant and agree as follows:

Undertakings of the Owner

- 1) The Owner hereby undertakes to:
 - a) ensure that there is no net loss of riparian habitat and function for the Lands;
 - b) to remove all of the drain piping located on the Lands as identified on the photograph of the Lands attached hereto as Schedule "A";
 - c) prepare a mitigation/restoration plan (signed off by an QEP/RPBio) for the site;
 - d) ensure that all future works on the site will adhere to applicable provincial acts, including but not limited to: the Water Act; and the Fish Protection Act.
 - e) ensure that all future works on the site will adhere to applicable City of Kelowna policies, plans and policies including but not limited: Kelowna 2020 Official Community Plan (7600), Zoning Bylaw (8000) and Subdivision and Servicing Bylaw (7900).

City Covenant Not to Enforce

2. In consideration of the undertakings of the Owner , the City covenants, represents and warrants to the owners, its principals, shareholders, partners, subcontractors, successors and assigns that it will not commence an action prosecution, inquiry, suit, arbitration, or other proceeding against the owners in connection with the Bylaw Dispute and shall stay all existing proceedings against the Owner in connection with the By Law Dispute.

Condition Precedent of Council Approval

3. This settlement agreement shall not be binding and effective unless and until the Council of the City has given its approval by resolution.

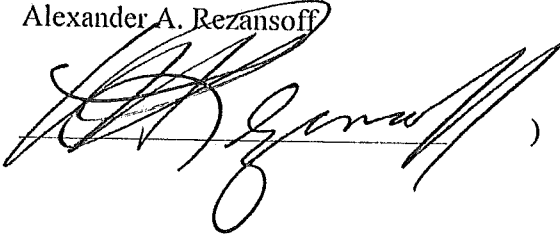
General

4. The Owner and the City acknowledge and agree that the facts and law in respect of which this settlement agreement is made may prove to be other than, or different from, the facts and law in that connection now known or believed by the City or the Owner to be true, and the City and the Owner specifically accepts and assumes this risk and agree that this settlement agreement is not affected by any such difference and remains effective and binding unaffected by any such difference.
5. This settlement agreement shall be binding upon and for the benefit of the parties and their respective heirs, successors, and assigns.
6. The terms of this settlement agreement are contractual and not merely recitals, and this settlement agreement is executed for the purpose of making a full and final irrevocable settlement.
7. There are no representations, collateral agreements or conditions with respect to this settlement agreement except as contained herein. The Owner acknowledges and agree that he has obtained independent legal counsel or has had the opportunity to obtain legal advice regarding this settlement agreement and that he has executed this agreement upon the advice of his lawyer or expressly waiving any right to consult a lawyer and that it has fully read and understood its contents.



8. This settlement agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

As evidence of their agreement to be bound by the above terms, as both a contract and a deed executed and delivered under seal, the parties have executed this settlement agreement on the date set out below.

Alexander A. Rezansoff



The Corporate Seal of the CITY OF
KELOWNA was hereto affixed in the
presence of:


 Mayor **SHARON SHEPHERD, MAYOR**

 Clerk: **Stephen Fleming,**
 City Clerk

C/S

Date executed: August 16, 2010

SCHEDULE A

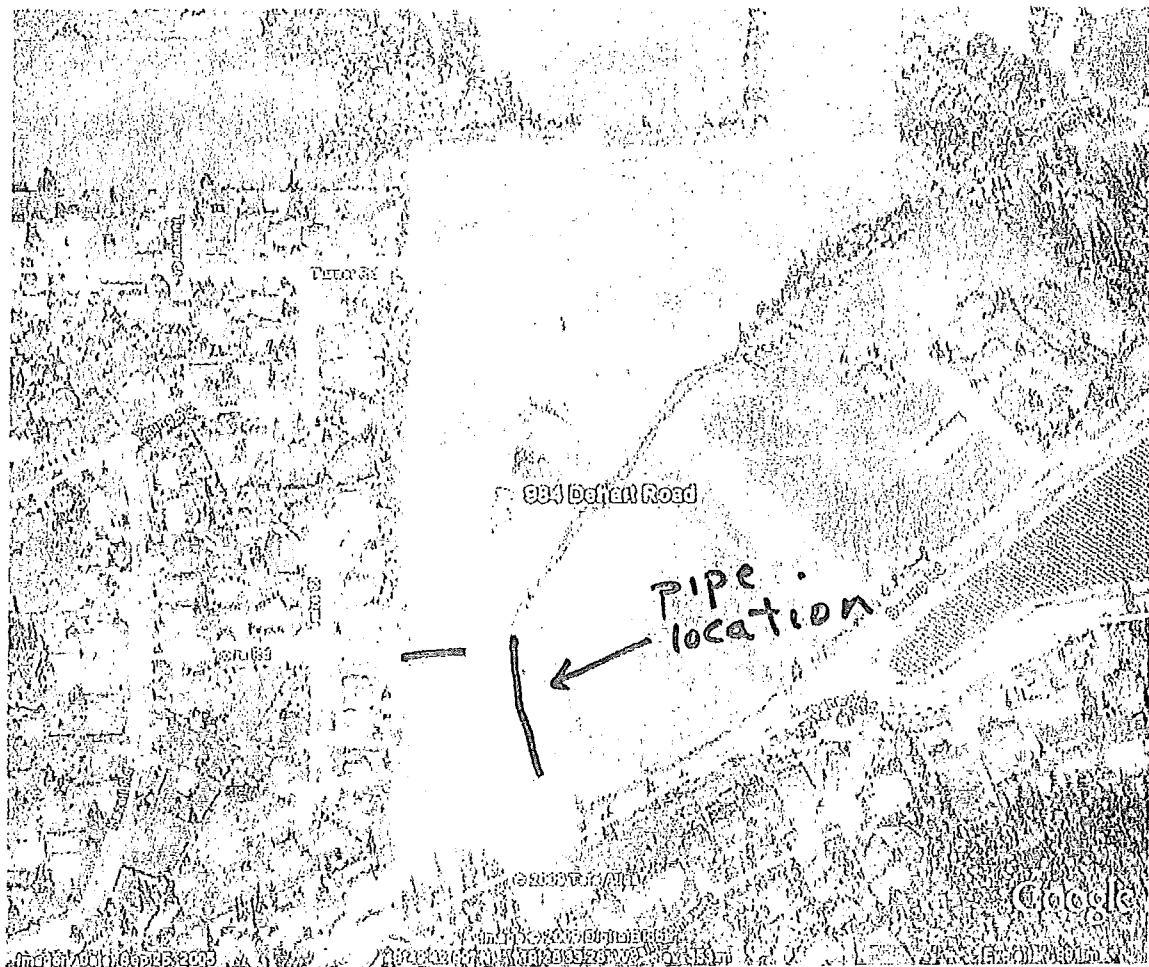


Figure 2 Close up of Site

Site Plans

Photos

48 AUG 28 10 44

KM084923

C-55

LAND TITLE ACT
FORM C

(Section 219.81)

LAND TITLE OFFICE
KAMLOOPS/NELSONProvince of
British ColumbiaAGENT
KAMLOOPS REGISTRY
SERVICE LTD

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 1 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent) (250) 862 9692
HEATHER J. DUNLOP, Barrister & Solicitor, 1974 McDougall St., Kelowna, B.C. V1Y 1A32. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)

024 095 141

LOT 1 SECTION 31 TOWNSHIP 29 ODYD PLAN KAP61330 KAP 62 654

3. NATURE OF INTEREST: *

DESCRIPTION

DOCUMENT REFERENCE

(page and paragraph)

PERSON ENTITLED TO INTEREST

Covenant

entire document

TRANSFeree

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filled Standard Charge Terms
(b) Express Charge Terms
(c) Release

☐
☐
☐

D.F. No.
Annexed as Part 2
There is no Part 2 of this instrument

01 98/08/28 10:58:06 01 KL

CHARGE

209389
\$55.00

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S): *

ALEXANDER ALLAN REZANSOFF

6. TRANSFeree(S): (including postal address(es) and postal code(s)) * CITY OF KELOWNA, a municipal corporation having offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

7. ADDITIONAL OR MODIFIED TERMS: *

n/a

8. EXECUTION(S): ** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

HEATHER J. DUNLOP
Barrister & Solicitor
1974 McDOUGALL ST.
KELOWNA, B.C. V1Y 1A3

Execution Date

Y	M	D
98	06	03

Party (last name) Signature(s)

ALEXANDER ALLAN REZANSOFF

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

Page 2 of 6 Pages

PART 2

THIS INDENTURE made this 24th day of July, 1998.

BETWEEN:

ALEXANDER ALLAN REZANSOFF, of Box 9, Stn G,
Calgary, Alberta T3A 2G1

(hereinafter referred to as the "Grantor")

OF THE FIRST PART

AND:

CITY OF KELOWNA, a municipal corporation, having
its offices at 1435 Water Street, Kelowna, British
Columbia V1Y 1J2
(hereinafter referred to as the "Grantee")

OF THE SECOND PART

WHEREAS:

A. The Grantor is the registered owner in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Kelowna, in the Province of British Columbia and being more particularly known and described as:

PARCEL IDENTIFIER: 024-095-141

LOT ~~A1~~ SECTION 31 TOWNSHIP 29 OSOYOOS DIVISION YALE DISTRICT
PLAN ~~KAP 61930~~ KAP 62654

(hereinafter referred to as the "Lands");

B. The Grantee is a municipality duly incorporated pursuant to the "Municipal Act", R.S.B.C., Ch. 323 and amendments thereto;

C. The Grantor has applied to the City to develop the Lands;

pg 3

D. The Grantee, pursuant to the provisions of the Land Title Act, required this Indenture be entered into as a condition of its consent to the development of the Lands;

NOW THEREFORE IN CONSIDERATION of the premises and the sum of ONE DOLLAR (\$1.00) paid by the Grantee to the Grantor, the receipt and sufficiency whereof is hereby acknowledged:

1.1 The Grantor, for itself and for its successors and assigns, hereby covenants, promises and agrees that with respect to the area marked "Lot 1" of the Reference Plan KAR 62654 filed herewith:

That no further development may occur until the following requirements are addressed to the satisfaction of the Approving Officer of the City of Kelowna:

- a) Sanitary Sewer and a community water supply with fire protection capability are provided to service proposed Lot 1.
- b) A complete geotechnical report must be prepared by a Professional Engineer, competent in the field of geotechnical study. The report must identify the material used to fill the property and all remedial actions necessary to make the property suitable for development. The report must also address surface and ground water characteristics with recommendations for an overall drainage plan. Terms of Reference for the geotechnical study must be approved by the Development Engineer before a geotechnical consultant is commissioned. The report must also make recommendations for any items that should be included in a restrictive covenant which would safeguard building sites and utility installations.
- c) A site grading plan and drainage plan must be completed to the satisfaction of the Development Engineer. These plans must address the findings of the geotechnical report mentioned above.
- d) A suitable landscaped buffer complete with fencing is established along the border of the ALR and non-ALR lands to the southeast and to the north to the satisfaction of the Approving Officer for the City of Kelowna.
- e) A geotechnical report on the Lands has been prepared by Golder Associates Ltd. on the 30 day of Jan, 1998-1996. A copy of this report is attached hereto as Schedule "A".
- f) A complete inventory of springs, drainage channels and water licenses that affect this property must be identified. A hydrogeotechnical study must be completed to identify how this water is to be handled through the

pg 4

subject property and where culverts and drainage channels are to be established.

2. The Grantor will, forthwith after execution hereof by the Grantor and the Grantee and at its own expense, do or cause to be done all acts or things necessary to ensure that this document is registered against the title to the Lands in the Kamloops Land Title Office.

3. The Grantor will pay all of the costs and expenses of performing the obligations hereby created.

4. The Grantor will upon the reasonable request of the Grantee make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, documents and assurances whatsoever for the better or more perfect and absolute performance of the grants, covenants, promises and agreements herein set forth as may be requisite.

5. This Agreement will not be cancelled or modified without the prior written consent of the Approving Officer for the City of Kelowna.

6. The restrictions and covenants herein contained shall covenants running with the Lands and shall be perpetual and shall be registered in the Land Title Office at Kamloops, British Columbia, pursuant to Section 219 of the Land Title Act as covenants in favour of the Grantee.

7. The Grantor will indemnify and save harmless the Grantee and its servants and agents against all losses, damages, costs and expenses, including fees of solicitors and other professionals, advisors, arising out of any breach, violation or non-performance of any term, condition, covenant, or other provision of the Agreement.

8.1 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Grantee unless the waiver is expressed in writing by the Grantee.

8.2 Any waiver by the Grantee of any term, condition, covenant or other provision of this Agreement or any waiver by the Grantee of any breach, violation or non-performance of any term, condition, covenant or other provisions of this Agreement does not constitute and will not be construed as a waiver of any further or other term, condition, covenant or other provision of this Agreement or any further or other breach, violation or non-performance of any term, condition, covenant or other provision of this Agreement.

9. The terms, conditions, covenants and other provisions of this Agreement will extend to, be binding upon

pg 5

and enure to the benefit of the parties to this Agreement and their respective successors and assigns.

10. In this Agreement unless the context otherwise requires, the singular includes the plural and vice versa.

11. This Agreement will be interpreted according to the laws of the Province of British Columbia.

12. Where there is a reference to an enactment in this Agreement, the reference will include any subsequent enactment of the Province of British Columbia of the effect and all enactments referred to are enactments of the Province of British Columbia.

13. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.

14. Nothing contained or implied in this Agreement will prejudice or affect the rights, powers and remedies of the City in the exercise of the City's functions under any public or private statutes, regulations, bylaws or orders or in equity, all of which may be fully and effectively exercised by the City in relation to the Grantor or the lands as if this Agreement had not been made.

15. This Agreement will not be modified or discharged except in accordance with the provisions of Section 219 of the Land Title Act.

16. Wherever the expression "Grantor" and "Grantee" are used herein the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

17. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, successors and assigns, but nevertheless, the same shall be binding upon the Grantor as personal covenants only during the period of its respective ownership of any interest in the Land.

IN WITNESS WHEREOF the parties have affixed their hands and

pg 6

seals the day and year first above written.

EXECUTION(S)

Officer Signature(s) Execution Date: Party(ies) Signature(s)
Y M D


as to all signatures

98 06 04



ALEXANDER ALLAN
REZANSOFF

HEATHER J. DUNLOP
Barrister & Solicitor
1974 McDOUGALL ST.
KELOWNA, B.C. V1Y 1A3

THIS IS THE INSTRUMENT creating the condition or covenant entered into under Section 219 of the Land Title Act by the registered owners referred to herein and shown on the print of plan initialled by me and annexed hereto.


Approving Officer for City of Kelowna

Robert G. Shaughnessy

~~End of Document.~~ *dr.*

Page 7

Golder Associates Ltd.**SCHEDULE "A"**

243-1889 Springfield Road
Kelowna, BC, Canada V1Y 5V5
Telephone (604) 860-8424
Fax (604) 860-9874



January 30, 1996

Our Ref.: 962-4008

Mr. Alex Rezansoff
3162 Watt Road
Kelowna, British Columbia
V1W 3C8

(JP) 860-5811
Pg: 717-3815-9426
H: 861-3122

**RE: PRELIMINARY GEOTECHNICAL INVESTIGATION
PROPOSED SUBDIVISION,
LOT 2, PLAN 35773, SEC. 31, TP. 29, O.D.Y.D.
DEHART ROAD, KELOWNA, BRITISH COLUMBIA**

Dear Sir:

As requested, Golder Associates Ltd (Golder) have completed a preliminary geotechnical investigation at the above reference site. The purpose of the investigation was to identify the subsurface soil and groundwater conditions and based on our interpretation of this information, to provide preliminary comments and recommendations pertaining to the geotechnical aspects of the proposed subdivision development.

The field work was carried out on January 17 and 18, 1996 during which time 9 test pits were excavated at the approximate locations shown on Figure 1 using an excavator provided by the owner of the property. The test pits were extended to depths ranging from 2.2 to 5.1 m below the existing ground surface. Standpipe piezometers were installed in selected test pits to be used for monitoring the site groundwater levels.

The test pits were located and logged in the field by a member of our geotechnical staff. Representative samples of the various insitu soil deposits were collected and brought back to our laboratory for examination and testing. Testing consisted of grain size analyses of selected soil samples.

In addition to the foregoing, the soils in Test pits 10 to 16, inclusive excavated by others together that exposed in cut faces were logged.

January 30, 1996

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962-4008

1.0 SITE CONDITIONS AND PROPOSED DEVELOPMENT

The property about 11.7 hectares in area is located northwest of the intersection of Dehart and Swamp Roads. As shown on Figure 1, the site is split into two lots designated as Lots A and B. The west boundary of the site is defined by an existing residential development. Except for a Natural Gas right of way that cuts diagonally across the northwest corner of the site and a single building located in the approximate center of the property, the remaining site area is undeveloped.

Observations and available topographic information indicates Lot A consists of a lowlying area while Lot B rises up to the east and south to form a gently sloping terrace or bench. Further observations indicate that Lot A is overlain by a variable thickness of fill materials. Based on discussions, it is understood that the majority of the fill consists of excavation spoil material from the recent construction of the Mission sewer project. The east portion of Lot B was noted to support an orchard while the west part of the lot was grass covered and contained a small marshy area located in the northwest corner of this lot.

Observations also indicate the presence of a drainage ditch system located around the perimeter of Lot A as shown on Figure 1. At the time the investigation was conducted, water was noted flowing in the ditches. Discussions indicate that flows are present throughout the year. Further observations indicate the presence of several springs as shown on Figure 1. It is understood that prior to excavation of the ditch system as well as general infilling, Lot A was generally wet and marshy.

Discussions and observations indicate the presence a discharge pipe located along the northeast side of Lot B as shown on Figure 1. During the field investigation, a significant amount of water was noted discharging from the pipe outlet.

Observations indicate that excavation of the ditch along the southeast side of the property and between Lots A and B has resulted in near vertical cut slopes. The combination of the steepness of the cut together with the soil conditions as well as groundwater seepage discharge has resulted in the occurrence of local slope failures.

Details of the proposed subdivision development are not known, however it is understood that consideration is being given to establishing a mixture of single and multi family units on the property as well as a care facility.

2.0 SUBSURFACE CONDITIONS

Detailed descriptions of the soil and groundwater conditions encountered in the test pits are presented on the attached Record of Test pit and Soil Exposure in Cut Face log

Golder Associates

January 30, 1996

- 3 -

962-4008

sheets. The following provides a brief description of the subsurface conditions in order of increasing depth.

2.1 Fill

As indicate above, observations indicate that Lot A is overlain by a variable thickness of fill materials. The test pit results indicate the fill thickness ranges from 1.3 to 2.9 m. Observations indicate the fills located in the south portion of Lot A are as much as 5.0 to 7.0 m thick. It is understood that these thick fills have been in place for a number of years.

In general, the fills were noted to consist primarily of a mixture of sand and gravel containing a variable silt, cobble and boulder content. Lumps of silt or clay as well as miscellaneous debris were also noted to be mixed with the granular component of the fills. Typical grain size distribution curves of the granular portion of the fills are shown on Figure 2.

Fill materials were not observed on Lot B.

2.2 Topsoll

The surficial organic soils encountered beneath the fills in Test pits 1 to 3, inclusive and Test pit 7 ranged in thickness from 0.1 to 0.4 m. On Lot B, the surficial organic soils

ranged from 0.2 to 0.6 m thick.

2.3 Peat

The areas underlain by loose peat deposits are approximately delineated on Figure 1. In general, the test pit results indicate the peats to range from 0.3 to 2.3 m thick. It is expected that thicker peat deposits could be present in local areas. These deposits were encountered at ground surface and at depths of 1.7 to 2.9 m below the existing ground surface.

2.4 Interlayered Deposits

2.4.1 Lot A

In general, the above fills and surficial organic soils or peats are followed by a mixed and interlayered sequence of sand and/or silt. The relative density of these granular deposits was estimated to range from loose to compact. In Test pits 3, 6 and 7, the above granular deposits are interlayered with layers of firm to stiff clay.

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All the test pits excavated on this lot were terminated in the above soils at depths between 3.1 and 4.9 m below the existing ground surface. Test pit 7 was terminated at 4.2 m due to refusal on an unknown surface.

2.4.2 Lot B

Based on the test pits excavated by others as well as the soil conditions observed in the cut slopes located along the north and west side of the lot, it is inferred that this lot is underlain by an interlayered and mixed sequence of clay, silt sand and gravel. The relative density of the granular deposits was estimated to range from loose to compact while the consistency of the fine grained soils varied from firm to stiff.

2.5 Groundwater Conditions

The following table summarizes the depths where the groundwater table and/or seepage levels were measured at the time the investigation was conducted.

<u>TEST PIT NO.</u>	<u>DEPTH TO STANDING WATER LEVEL.m</u>	<u>DEPTH TO SEEPAGE LEVEL.m</u>
TP1	-	1.0
TP2	1.6	-
TP3	-	2.3
TP4	-	2.8
TP5	0.3	-
TP6	1.6	-
TP8	2.5	-
TP12	0.6	-
TP13	0.6	-
TP14	0.6	-
TP15	0.7	-
TP16	1.0	-

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At the time the investigation was conducted, the groundwater/seepage levels within Lot A were encountered at the original ground surface or within the surficial fill materials. Only in Test pits 3 and 4 was groundwater seepage observed at depth in the peat deposits.

On Lot B, the groundwater levels in the west portion of this lot were observed within 0.6 to 1.0 m of the existing ground surface. The water levels in the east part of the lot are expected to be encountered at deeper depths.

It is anticipated that the groundwater/seepage levels will be subject to seasonal variations. High groundwater conditions are expected to occur during the late spring/early summer months or during periods of heavy or sustained precipitation.

3.0 DISCUSSION

Based on the results of the investigation, the following presents our preliminary comments and recommendations regarding development of the property for residential purposes.

- Buildings constructed over the existing conditions encountered in Lot A without prefoundation treatment will result in unacceptable total and differential settlements. In order to eliminate or reduce the post construction settlements, the following foundation treatments are presented for consideration:
 - (a) Complete subexcavation of the fills, surficial topsoil layer and/or peat deposits from beneath the plan area of the buildings and replacement with compacted granular grade fills.
 - (b) Pile support of the structure and floor slab. A further investigation including drilling of boreholes would be required to determine the appropriate length and capacity of the piles at the proposed building locations.
 - (c) Subexcavation of only the fills and surficial topsoil layer, replacement with compacted granular fill and provide a preload fill over the proposed building site to reduce the post construction settlements that will occur in the peat deposits. It should be noted that after completion of preloading to remove the majority of the primary settlements, the proposed buildings will still be subject to long term residual settlements that could be detrimental to the settlement sensitive features of the structure. As indicated in Section 2.1, relatively thick fills are present within the south portion of Lot A and have been in place for a number of years. It is considered likely that if the peat deposits are present beneath the fills that the majority of the primary settlements have been removed and only long term residual settlements will occur. Providing the site grade is not raised, it is considered possible that structures could be built in this area with minimal

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prefoundation treatment. Prefoundation treatment in this case would consist of construction of a minimum 1.0 m thick compacted sand and gravel pad under the structure. As indicated above buildings constructed under the foregoing conditions will be subject to long term residual settlements.

- Based on the results of the investigation, it is our opinion that prefoundation treatment in Lot B will essentially consist of stripping the relatively thin surficial organic soils from the proposed building and/or grade fill areas. Upon completion of this, the proposed structures can be supported on conventional strip and/or spread footings founded on the native firm clay strata, compact sand and silt or compact sand and gravel deposits.
- To provide a relatively settlement free pavement structure, it is recommended that the fills, topsoil and/or peats should be completely subexcavated from beneath the proposed roadways and replaced with compacted granular grade fill. Alternatively, the proposed road right of ways underlain by the peat deposits could be preloaded to reduce the post construction settlements. The existing fills and topsoil should be removed prior to preloading. As indicated above, the roads underlain by the peats will be subject to long term residual settlements. This could require periodic remedial repairs to the pavement structure.
- Based on the results of the investigation, it would appear that the majority of the granular fills excluding the miscellaneous debris and lumps of silt and clay will be suitable for use as grade fills under roadways. Some of the granular fills could be used as structural fills under building locations, however it is recommended that a geotechnical engineer inspect and approve the fills prior to its use.
- Subexcavation of the peat deposits will result in excavations extending below the groundwater table. Based on our experience in the immediate vicinity of the property, it is anticipated that dewatering during excavation and placement of granular grade fill can be carried out using standard sump pump techniques.
- As indicated in Section 2.5, high groundwater levels were encountered in Lot A as well as the west portion of Lot B. An existing ditch system constructed around the perimeter of Lot A appears to partially control the groundwater flows across the property. It is recommended that provisions be made during design of the subdivision to provide adequate subsurface drainage measures. This should include design and construction of seepage interceptor trenches along the upslope side of Lot B as well as along the toe of the cut slope where a number of springs/seepage areas were observed. In addition to the foregoing, all buildings should be provided with a perimeter foundation and/or underslab drainage systems. In Lot A, it may be necessary to raise the site grade to ensure that the main floor of the buildings are at least 1.5 m above the highest anticipated site water level.

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- The ditch excavation cut along the southeast side of Lot A will require stabilization works to prevent further occurrences of slope failures. This work could include construction of either a granular toe berm, retaining structure such as a concrete gravity wall or interlocking modular concrete blocks with geosynthetic reinforcement and/or flattening the excavation cut slope. In the foregoing considerations suitable subsurface drainage works should be included in the design.

Yours very truly,

GOLDER ASSOCIATES LTD.


(For) G. Imada, P. Eng.

B. Carlsen, P.Eng.

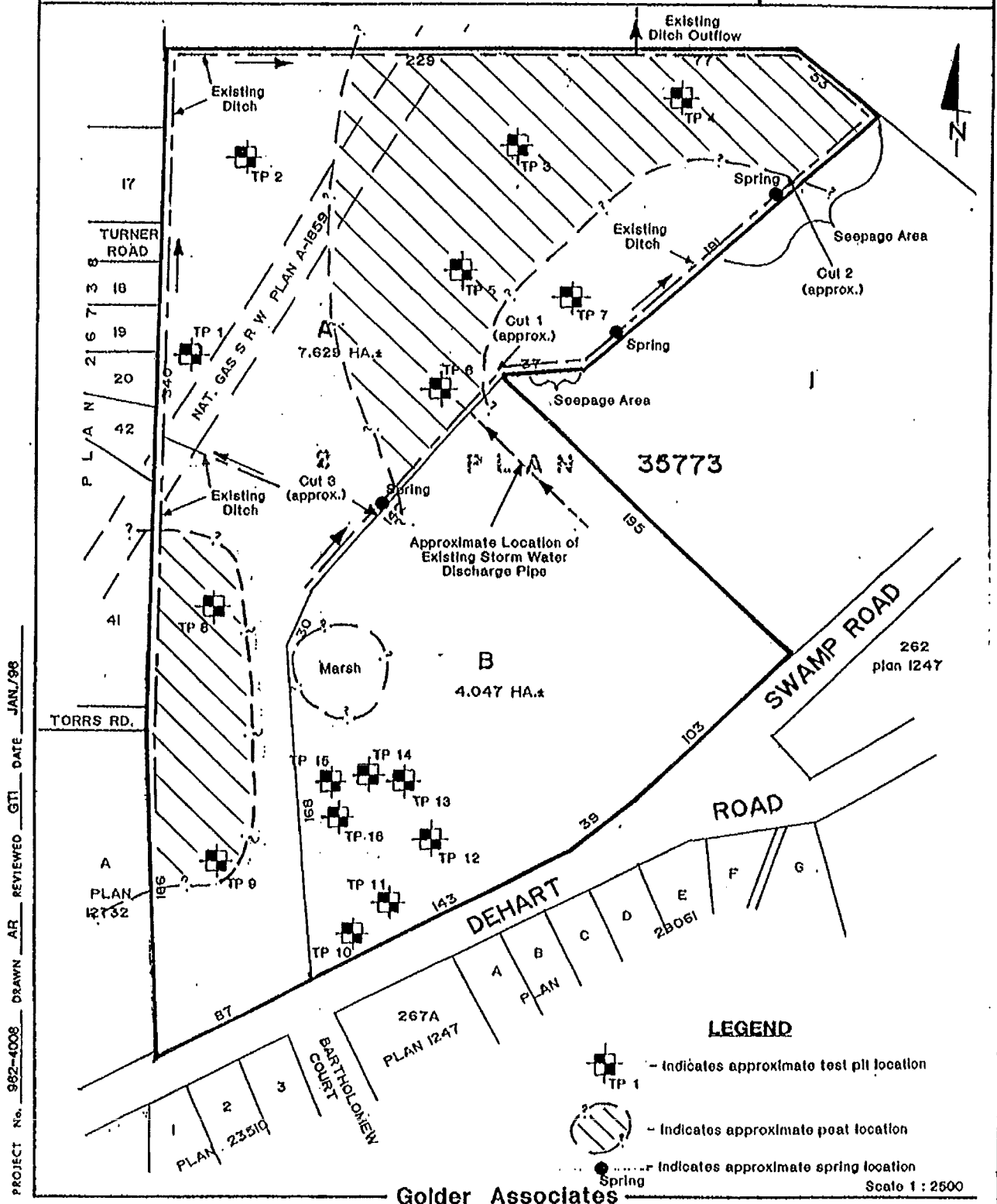
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SITE PLAN

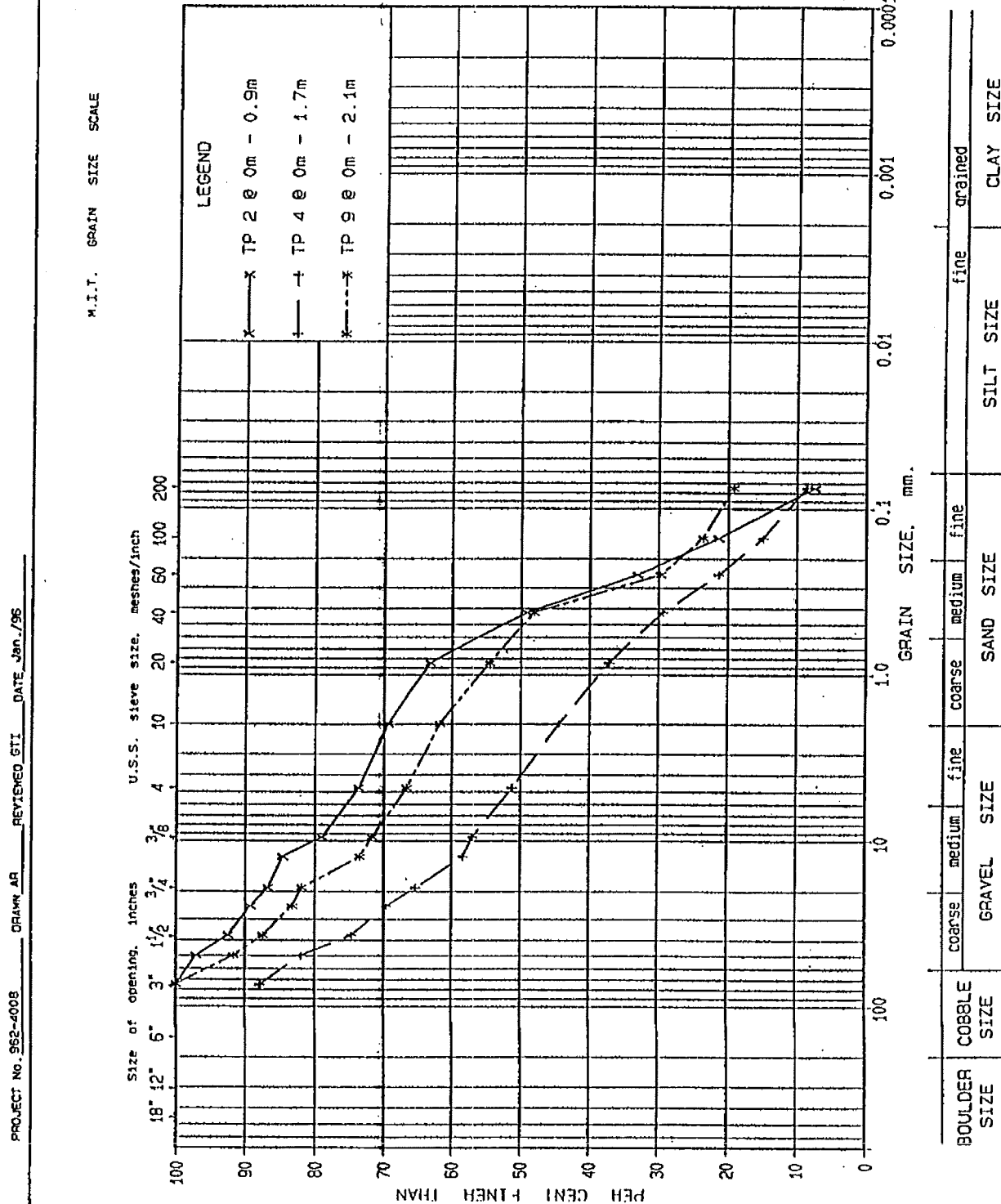
Figure 1



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GRAIN SIZE DISTRIBUTION

Figure: 2



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RECORD OF TEST PITS		
January 24, 1996		962-4008
TEST PIT NO.	DEPTH, (m)	SOIL DESCRIPTION
TP 1	0.0 - 1.4	Loose brown SAND and GRAVEL, trace silt and cobbles, occasional boulder, root and piece of wood. (FILL)
	1.4 - 1.8	Loose dark brown organic SILT and SAND. (TOPSOIL)
	1.8 - 2.7	Loose to compact mottled grey fine to medium SAND, some silt with medium SAND seams, occasional rootlet.
	2.7 - 4.2	Loose grey SAND. Minor groundwater seepage at 1.0 m. (January 17, 1996)
TP 2	0.0 - 1.5	Loose brown SAND and GRAVEL, trace to some silt, cobbles, roots and occasional pieces of wood and pipe. (FILL)
	1.5 - 1.8	Loose dark brown organic SILT and SAND. (TOPSOIL)
	1.8 - 3.1	Loose to compact mottled grey fine to medium SAND, some silt interlayered with medium SAND, trace rootlets. Standing groundwater level at 1.64 m. (January 18, 1996)
TP 3	0.0 - 1.3	Loose brown gravelly SAND, some silt, trace cobbles, organics, occasional boulder, pieces of pipe and wood. (FILL)
	1.3 - 1.6	Loose dark brown organic SILT and SAND. (TOPSOIL)
	1.6 - 1.7	Compact grey fine sandy SILT, some rootlets.
	1.7 - 2.0	Loose brown medium SAND.
	2.0 - 3.8	Loose brown to dark brown fibrous PEAT, occasional piece of wood.
	3.8 - 4.1	Loose grey SAND, some silt.
	4.1 - 4.7	Firm grey CLAY, some silt and trace rootlets. Minor groundwater seepage at 2.3 m. (January 17, 1996)

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RECORD OF TEST PITS		
January 24, 1996		962-4008
TEST PIT NO.	DEPTH, (m)	SOIL DESCRIPTION
TP 4	0.0 - 1.7	Loose brown SAND and GRAVEL, some cobbles, trace silt and organics, occasional boulder, pieces of pipe and asphalt. (FILL)
	1.7 - 4.0	Loose brown fibrous PEAT.
	4.0 - 4.9	Compact grey silty fine SAND interlayered with grey SAND, trace silt grading to a fine to medium SAND, some silt. Minor groundwater seepage at 2.8 m. (January 17, 1996)
TP 5	0.0 - 1.9	Loose brown SAND and GRAVEL, some silt, trace to some cobbles, wood debris, organics and occasional boulder. (FILL)
	1.9 - 3.1	Loose dark brown fibrous PEAT.
	3.1 - 3.9	Loose to compact grey medium SAND interlayered with silty fine SAND containing fibrous PEAT and organic sandy SILT layers.
	3.9 - 4.2	Loose to compact grey SAND, trace silt. Standing groundwater level at 0.3 m. (January 18, 1996)
TP 6	0.0 - 1.9	Loose brown SAND and GRAVEL, some silt, trace cobbles, occasional pieces of wood and metal. (FILL)
	1.9 - 3.1	Loose brown fibrous PEAT.
	3.1 - 4.4	Firm mottled grey silty CLAY, some sand, trace gravel and rootlets.
	4.4 - 4.7	Loose brown SAND, trace gravel with some mottled grey silty SAND layers.
	4.7 - 4.9	Firm grey CLAY, some silt and sand. Standing groundwater level at 1.64 m. (January 18, 1996)

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RECORD OF TEST PITS		
January 24, 1996		962-4008
TEST PIT NO.	DEPTH, (m)	SOIL DESCRIPTION
TP 7	0.0 - 2.0	Loose brown SAND, some silt, organics and roots, occasional boulder. (FILL)
	2.0 - 2.1	Loose dark brown organic SILT and SAND. (TOPSOIL)
	2.1 - 3.5	Compact mottled brown SILT, some sand interlayered with SAND, some silt.
	3.5 - 3.9	Stiff mottled grey CLAY, some silt with brown SAND layers, trace rootlets.
	3.9 - 4.2	Compact mottled brown silty SAND, some gravel and occasional cobble.
	4.2	Refusal at 4.2 m. Test pit dry at time of excavation.
TP 8	0.0 - 2.9	Loose brown SAND and GRAVEL, trace silt and cobbles, occasional pieces of wood, brick and concrete. (FILL)
	2.9 - 5.1	Loose dark brown fibrous PEAT interlayered with compact grey silty fine SAND, trace rootlets. Standing groundwater level at 2.5 m. (January 18, 1996)
TP 9	0.0 - 2.2	Loose brown SAND and GRAVEL, trace to some cobbles, occasional boulder intermixed with grey CLAY, some silt, trace organics, occasional pieces of wood and asphalt. (FILL) Test pit dry at time of excavation.
TP 10	0.0 - 1.0	Loose to compact brown SAND and GRAVEL. Test pit excavated by others and dry at time inspection. (January 18, 1996)
TP 11	0.0 - 1.0	Loose to compact brown SAND and GRAVEL. Test pit excavated by others and dry at time inspection. (January 18, 1996)

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RECORD OF TEST PITS		
January 24, 1996		962-4008
TEST PIT NO.	DEPTH, (m)	SOIL DESCRIPTION
TP 12	0.0 - 0.6	Loose dark brown organic SILT and SAND, some rootlets and trace gravel. Test pit excavated by others. Standing groundwater level at 0.6 m. (January 18, 1996)
TP 13	0.0 - 0.6	Loose dark brown organic SILT and SAND, some rootlets and trace gravel. Test pit excavated by others. Standing groundwater level at 0.6 m. (January 18, 1996)
TP 14	0.0 - 0.4	Loose dark brown organic SILT and SAND, some rootlets and gravel. Test pit excavated by others. Standing groundwater level at 0.4 m. (January 18, 1996)
TP 15	0.0 - 0.2	Loose dark brown organic SILT and SAND, some rootlets and gravel.
	0.2 - 0.7	Compact brown SAND and GRAVEL. Test pit excavated by others. Standing groundwater level at 0.7 m. (January 18, 1996)
TP 16	0.0 - 0.2	Loose dark brown organic SILT and SAND, trace gravel.
	0.2 - 1.0	Compact brown SAND and GRAVEL, some silt. Test pit excavated by others. Standing groundwater level at 1.0 m. (January 18, 1996)

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RECORD OF SOIL EXPOSURE IN CUT FACES		
January 24, 1996		962-4008
CUT LOCATION	DEPTH, (m)	SOIL DESCRIPTION
CUT 1	0.0 - 0.4	Loose dark brown organic SILT and SAND. (TOPSOIL)
	0.4 - 2.8	Firm brown CLAY, some silt with sand seams.
	2.8 - 3.7	Loose to compact brown SAND and GRAVEL with thin CLAY and SILT layers.
	3.7 - 4.1	Compact mottled brown silty fine SAND. Groundwater level at 4.1 m.
CUT 2	0.0 - 0.3	Loose dark brown fibrous PEAT.
	0.3 - 1.3	Compact light brown to brown fine SAND interlayered with sandy SILT. Groundwater level at 1.3 m.
CUT 3	0.0 - 0.4	Loose dark brown to brown organic silty SAND, some rootlets. (TOPSOIL)
	0.4 - 4.3	Compact mottled brown grey fine sandy SILT interlayered with fine SAND, grey CLAY, some silt and brown SAND and GRAVEL. Groundwater level at 4.3 m.

End of Document

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REPORT TO COUNCIL



Date: 4/28/2014

RIM No. 1210-21

To: City Manager

From: Subdivision, Agriculture & Environment Services (MS)

Application: OCP13-0011
Z13-0016

Owners: Sherwood Mission Developments
Dr. A. Rezansoff

Address: 984 Dehart Road

Applicant: New Town Planning Services Inc.

Subject: Official Community Plan (OCP) Amendment and Rezoning Application

Existing OCP Designation: Single / Two Unit Residential (S2RES) / Multi-Unit Residential Low Density (MRL)

Proposed OCP Designation: Single / Two Unit Residential (S2RES) / Multi-Unit Residential Low Density (MRL)

Existing Zone: A1 - Agriculture 1

Proposed Zone: RU1 - Large Lot Housing

1.0 Recommendation

THAT Official Community Plan Bylaw Amendment No. OCP13-0011 to amend Map 4.1 of the Kelowna 2030 - Official Community Plan Bylaw No. 10500, by changing a portion of the Future Land Use designation of Lot 1, Section 31, TWP 29, ODYD Plan KAP62654, located at 984 Dehart Road, Kelowna, BC, from the Multi-Unit Residential Low Density (MRL) designation to the Single/Two Unit Residential (S2RES) designation, and a portion of Single/Two Unit Residential (S2RES) be changed to Multi-Unit Residential Low Density (MRL), in accordance with 'Map A', be considered by Council;

AND THAT Rezoning Application No. Z13-0016 to amend the City of Kelowna Zoning Bylaw No. 8000 by changing the zoning classification of Lot 1, Section 31, TWP 29, ODYD Plan KAP62654, located at 984 Dehart Road, Kelowna, BC, from the A1 - Agriculture 1 zone to the RU1 - Large Lot Housing zone, in accordance with 'Map B' be considered by Council;

AND THAT the Official Community Plan Amendment Bylaw and Zone Amending Bylaw be forwarded to a Public Hearing for further consideration;

AND THAT final adoption of the zone amending bylaw be considered subsequent to the requirements of Development Engineering Branch and Parks Services, being completed to their

satisfaction, as well as a Farm Protection Development Permit, and a Natural Environment Development Permit.

2.0 Purpose

The applicant is proposing to rezone a portion of the land from the A1 - Agriculture 1 zone to the RU1 - Large Lot Housing zone to facilitate a future 55 lot residential subdivision. The proposal requires an OCP amendment to extend the Single/Two Unit Residential (S2RES) future land use designation north into the area designated for Multi-Unit Residential, Low Density (MRL), in exchange for area that was previously Single/Two Unit Residential for Multi-Unit Residential, Low Density (MRL).

3.0 Subdivision, Agriculture & Environment Services

The property at 984 Dehart was removed from the Agricultural Land Reserve (ALR) in 1989 and since the mid-1990s has been subject to significant infilling and watercourse disruption and relocation. In 1998, a Section 219 Restrictive Covenant was placed on the property requiring geotechnical, hydrogeological and drainage investigation and plans prior to development. Fill has been placed over peat, making the current soil conditions unsuitable and/or uncertain for road and foundation construction. Geotechnical concerns involve the presence of undetermined fill over topsoil and peat in some locations, and the uncertainty of the structure of the fill. Hydrogeological concerns involve the presence and reconfiguration of springs and watercourses on the property. The covenant outlines investigation and plans required to address these concerns prior to development.

Between 2008 and 2012, nine bylaw investigations occurred on the property, including stop work orders for unauthorized earth moving, and unsightly premises. A Settlement and Release Agreement was signed by the owner and the City of Kelowna (the City) in 2010, whereby the City of Kelowna agreed not to enforce the bylaw dispute with the understanding that the owner would undertake actions, including riparian and watercourse protection and restoration, and adherence to City bylaws.

The current application was initiated in the spring of 2013. This proposal was for rezoning to RU-1 Large Lot Residential included a road access that came through Young and Turner Roads. A Public Information Meeting was held on April 18, 2013, with most of the residents opposed to this access. Based on this public feedback, an alternate plan was developed, with the primary access at Dehart Road. This is the road layout for the current configuration. A Traffic Impact Analysis was prepared for this revised road network, which was received by the City in February, 2014.

Staff supports the application subject to the following conditions being fulfilled prior to 4th Reading, including requirements of the:

- Development Engineering Branch (see attached memo),
- Parks Services, including a blanket Statutory Right of Way over the property, to facilitate a trail network to be established at the time of subdivision;
- Subdivision, Agriculture & Environment Services, including the requirements of the Covenant #KM084923 (see summary below and attached covenant);
- Farm Protection Development Permit;

- Natural Environment Development Permit, including a mitigation/restoration plan (signed off by an QEP/RPBio) for the site, as required by the Settlement and Release Agreement¹ (attached); and a
- The registration of a Build/No Disturb Covenant of 20 m along the northeast property line and a 15 m No Build / No Disturb Covenant along the west property line.

4.0 Proposal

4.1 Project Description

The proposal is to amend the OCP and rezone the property to accommodate a future 55 unit RU1 - Large Lot Residential subdivision on the southern and central portion of 984 Dehart Road. The Official Community Plan (OCP) Amendment is required to facilitate an extension of the Single / Two Unit Residential future land use designation slightly to the north, replacing 9,610 m² of Multi-Unit Residential, Low Density (MRL), and changing 6,550 m² of Single / Two Unit Residential to Multi-Unit Residential, Low Density (MRL). This represents a net increase of 3,060 m² of Single / Two Unit Residential area than is currently designated in the OCP.

The proposal includes two watercourses and associated riparian management areas (RMA) in the land use plan, including a 20 m wide RMA along the northeast boundary and a 15 m RMA along the west boundary. The northeast RMA will also function as a farm protection buffer area. Adjacent water licenses with respect to flow and location must be accommodated within the plan. A memorandum of understanding with their neighbour regarding Ahern and Cowan Spring has been agreed upon.

4.2 Background

As discussed, much of the site has been modified over the last 20 years through grading and infilling. The filling and watercourse modifications, as well as bylaw infractions of moving soil and watercourses without permits, have resulted in a Section 219 Restrictive Covenant being registered on the title of the property and the City of Kelowna Settlement and Release Agreement - 2010. Details of these are included below.

Section 219 Restrictive Covenant #KM084923

The owner entered into a Section 219 Restrictive Covenant with the City of Kelowna in 1998² that stipulated that no further development occur until certain conditions were provided, including:

- Sanitary sewer and a community water provided with fire protection capability;
- A complete geotechnical report, to address the fill material and remedial actions required to make the property suitable for development, as well as address the surface and groundwater characteristics and a drainage plan, including any items that should be included in a restrictive covenant which would safeguard building sites and utility installations;
- Site grading and drainage plan completed to the satisfaction of the Development Engineer;
- A suitable landscape buffer complete with fencing is established along the border of the ALR and non-ALR lands to the southeast and to the north and to the satisfaction of the Approving Officer;

¹ Rezansoff, A.A. & the City of Kelowna, 2010. Settlement and Release Agreement.

² BC Agent – Kamloops Registry Service Ltd, Aug. 28, 1998. Land Title Act Form C No 1044 – KM084923 – Covenant.

- A prepared geotechnical report prepared by Golder & Associates³; and
- A complete inventory of springs, drainage channels and water licenses be identified, complete with a hydrogeotechnical study proposing how water will be handled through culverts and drainage channels.

City of Kelowna Settlement and Release Agreement - 2010

In 2010, a Settlement and Release Agreement (attached) was signed by the owner and the City of Kelowna, stipulating that the owner undertake the following:

- Ensure that there is no net loss of riparian habitat and function for the Lands;
- To remove all of the drain piping located on the Lands as identified on the photograph of the Lands attached hereto as Schedule “A”;
- Prepare a mitigation/restoration plan (signed off by an QEP/RPBio) for the site;
- Ensure that all future works on the site will adhere to applicable provincial acts, including but not limited to: the *BC Water Act* and the *BC Fish Protection Act*; and
- Ensure that all future works on the site will adhere to applicable City of Kelowna policies, plans and policies including but not limited: Kelowna 2020 Official Community Plan (7600), Zoning Bylaw (8000) and Subdivision and Servicing Bylaw (7900).

4.3 Site Context

The 9.6 ha subject property is located within the Okanagan Mission Sector of the City (Map 1, below) and is within the Permanent Growth Boundary. The property is currently zoned A1 but is not in the Agricultural Land Reserve. Properties within the Agricultural Land Reserve lie to the north and east (Map 2, below).

The property has a number of water licenses in favour of downstream neighbours. The historical infilling resulted in changes in water flow. This resulted in issues with respect to water licenses. As part of this application package, a Memorandum of Understanding has been prepared to address water license and water flow issues. The neighbours have agreed to cooperate in the construction of a proposed conveyance route in order to ensure the water license rights are sustained in the future.

The natural gas line Right of Way (ROW) runs diagonally through the site from the west of the site to the north.

A number of watercourses are present on the site. The project includes riparian areas and details on cross sections of each of these watercourses in the design⁴ and riparian planting is proposed as part of the environmental report, but a riparian restoration plan has not yet been provided⁵.

4.4 Neighbourhood Context

A single / two unit residential subdivision with RU1 zoning lies to the west of the property, and agricultural properties lie to the north and east. Dehart Road borders the property to the south, and single unit and rural residential properties are south of Dehart Road.

Specifically, adjacent land uses are as follows:

³ Golder & Associates, 1996. Preliminary Geotechnical Investigation Proposed Subdivision, Lot 2, Plan 35773, Sec. 31, TP.29, ODYD Dehart Road, Kelowna, British Columbia

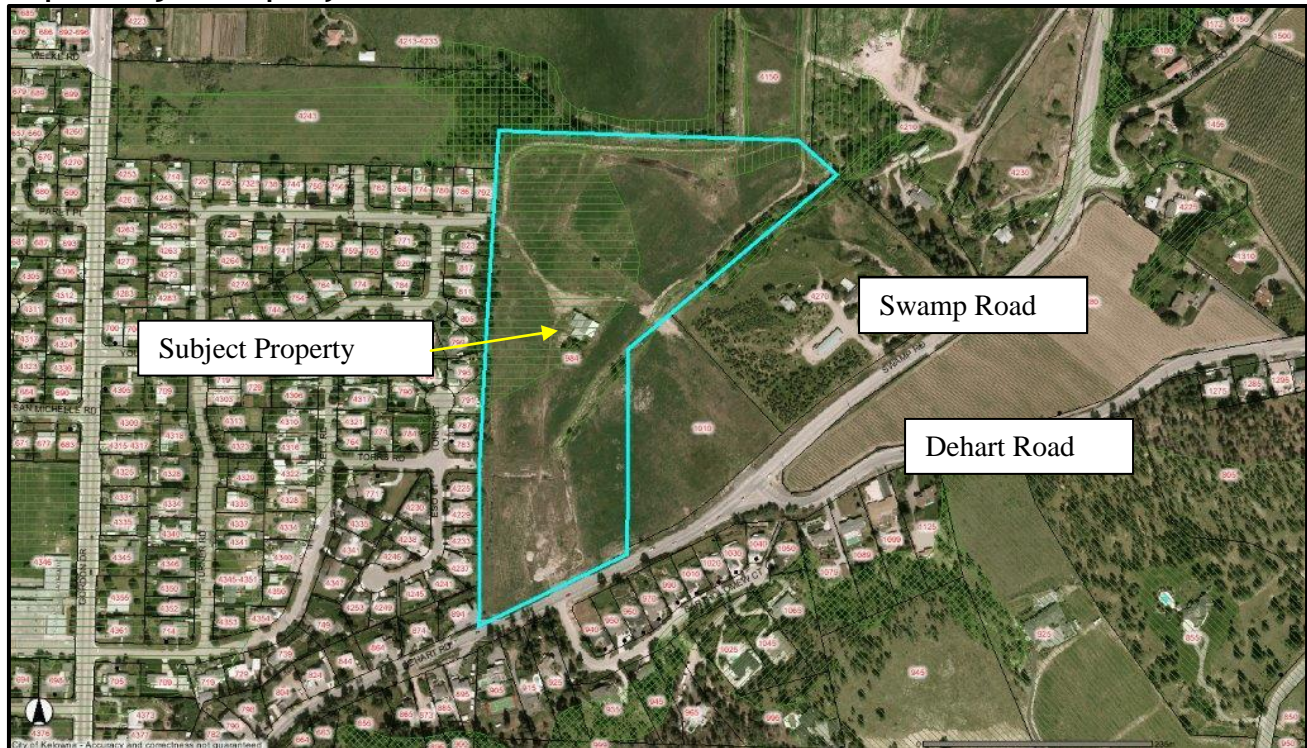
⁴ Aplin & Martin, 2013. Civil Engineering Servicing Brief – Proposed Dehart Road Subdivision – 984 Dehart Rd, Kelowna, BC

⁵ Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.

Orientation	Zoning	ALR	Land Use
North	A1 - Agriculture 1	Yes	Agriculture
East	A1 - Agriculture 1	Yes	Agriculture
South	RU1 - Large Lot Housing RR2 - Rural Residential 2	No	Single Family Residential Rural Residential
West	RU1 - Large Lot Housing	No	Single Family Residential

The subject property is located within a Development Permit Area for Farm Protection given its proximity to ALR land. It is within a Natural Development Permit Area for high groundwater and surface water conditions.

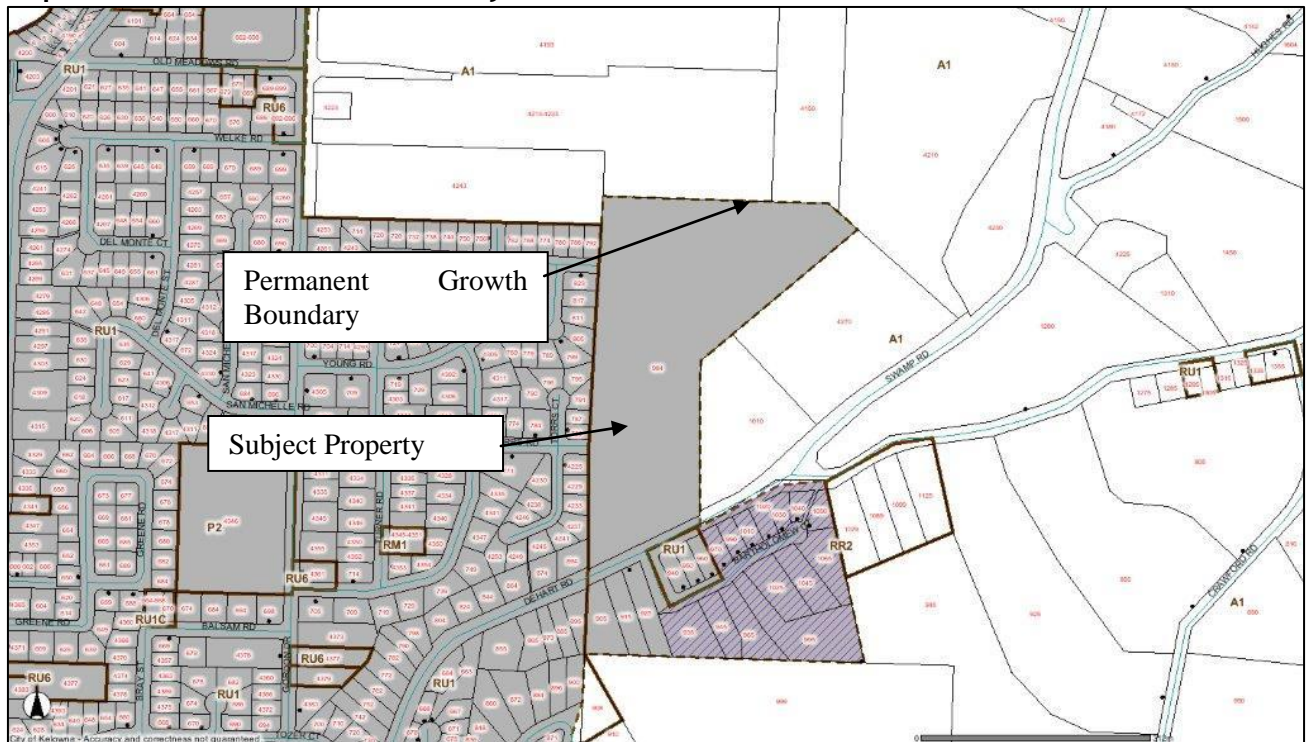
Map 1: Subject Property

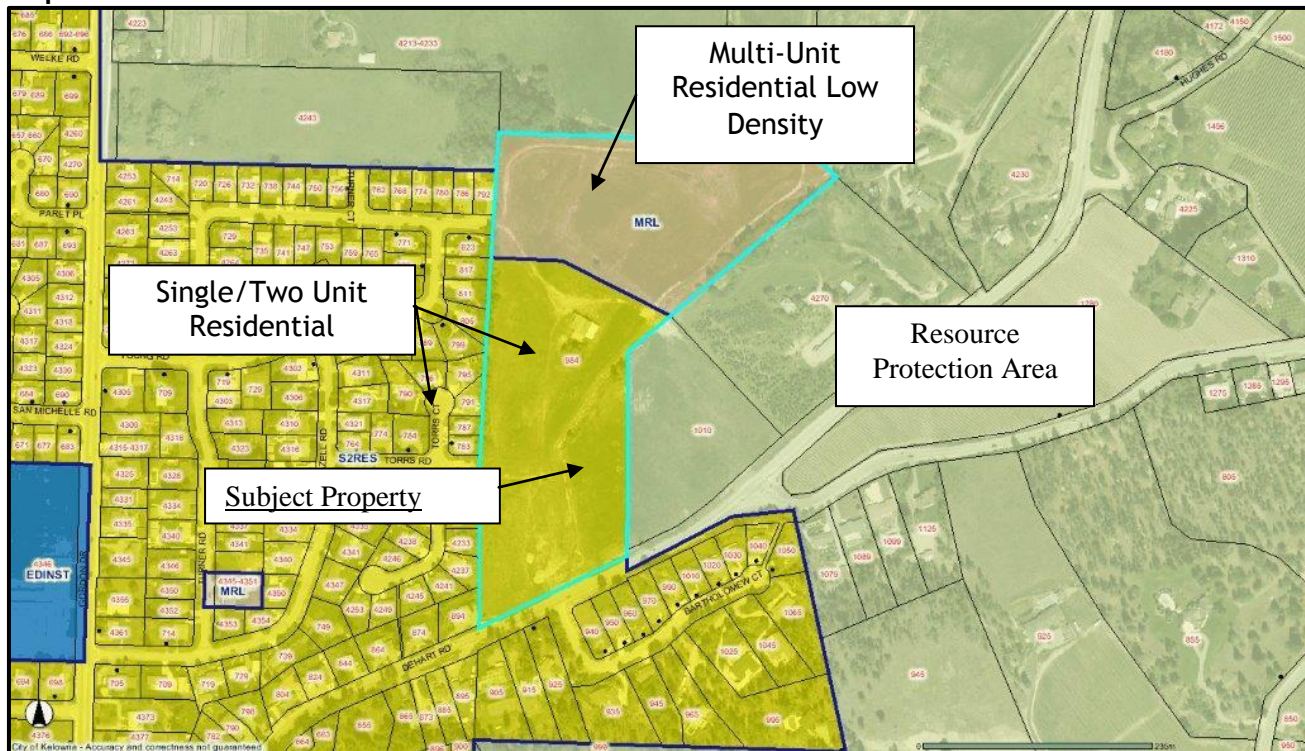


Map 2: Agricultural Land Reserve



Map 3: Permanent Growth Boundary



Map 4: Current Future Land Use

4.5 Traffic Impact Analysis

Two traffic impact analysis (TIA) reports have been completed for the project. The first Traffic Analysis Report⁶ was completed with the main access via Young and Turner Roads. Torrs Road was available for emergency vehicles only, and there was no vehicular access from Dehart Road. This road network option was presented at a public information session held by the applicant in April 18, 2013. It was met with significant concern from the residents of the Young / Turner Road neighbourhood. In response, another road network configuration was developed using an intersection at Dehart Road and Bartholomew Court as the primary access. A second TIA was completed in based on this new configuration.

A second TIA, the Traffic Impact Assessment for the Proposed 984 Dehart Road Development⁷, and was completed in January, 2014. This TIA is based on the current road and lot configuration, with the primary vehicular access on Dehart Road, and a secondary access from Turner Road.

The TIA assessed two phases of the project. The first phase is based on 55 single family units, based on the rezoning under application currently, and is estimated for completion in 2018. The second phase includes a townhouse development of approximately 200 units at the north portion of the property. This is not currently under application, but the use is accommodated in the current OCP and has been estimated for completion in 2030.

The current road layout includes the primary access through an intersection on Dehart Road and Bartholomew Court, to the south of the project. The results of the TIA indicate that the 55 unit

⁶ CTQ, March 2013. Traffic Analysis Report for 984 Dehart Road.

⁷ EYH Consultants Ltd., Jan. 31, 2014. Traffic Impact Assessment for the Proposed 984 Dehart Road Development, Kelowna, BC. A report prepared for New Town Architecture and Urban Planning.

single family development could be accommodated with this intersection. Road A on the site could accommodate three lanes with STOP control, two outbound and one inbound. A westbound right turn lane into the development from Dehart could be installed and should be included in the detailed design stage for the subdivision.⁸ The TIA indicates that painted left turn lanes at Dehart Road for access to the site should also be provided. Along the Young / Turner Roads, the TIA estimates that the 55 unit subdivision will generate an additional 4 vehicles in the morning and 6 in the afternoon peak hours.

The TIA found that, at the time of the addition of the 200 unit townhouse development, a traffic signal would be required at Dehart Road. These results are based on the assumption that the townhouse traffic will use the Road A / Dehart intersection for primary access. Under this assumption, the results estimate an additional 8 trips through the Young / Turner Road route in peak morning hours, and 10 trips along this route at peak afternoon hours.

The OCP indicates that a sidewalk is required along Dehart between the project and Gordon Drive. The City of Kelowna is willing to take a limited responsibility for the costs, for 50% up to a maximum of \$25,000⁹. Frontage upgrades along Dehart Road would be required in accordance with Bylaw # 7900. The TIA indicates that pedestrian access could be provided along the utility easements.

4.6 Utilities

The sanitary sewer services are within the jurisdiction of the City of Kelowna. Currently water is provided by the South-East Kelowna Irrigation District (SEKID). According to the consulting engineer report¹⁰, an agreement in principle has been reached between the City of Kelowna and SEKID to accommodate a boundary adjustment, such that the City of Kelowna will become the water purveyor for the subdivision prior to 4th reading of the rezoning application, subject to the owner covering the administration costs incurred by SEKID for the boundary adjustment (memo attached).

4.7 Public Consultation

A Public Information Session was held for the project on April 18, 2013. There were 51 attendees recorded. An exit questionnaire was prepared with 32 responses received. The road and lot configuration presented included the primary access from Young / Turner Roads. Of the 32 responses, 27 strongly disagreed that the traffic could be accommodated on this route. The results of the April 18, 2013 Public Information Session are attached. The road configuration was changed in response to these results, and that the main access is now from Dehart Road.

4.8 Zoning Requirements

The zoning requirements for RU1 developments are included in the table below. Note that the lot current lot illustrated in the application documents illustrates a proposed configuration, but because a subdivision is not currently being applied for, the exact alignment of lots may change. The road network will not change. However, the current configuration demonstrates that 55 RU1

⁸ EYH Consultants Ltd., Jan. 31, 2014. Traffic Impact Assessment for the Proposed 984 Dehart Road Development, Kelowna, BC. A report prepared for New Town Architecture and Urban Planning.

⁹ Muenz, S. January 21, 2014. Email to K. Funk, Dehart IIA & Sidewalk.

¹⁰ Aplin & Martin, 2013. Civil Engineering Servicing Brief – Proposed Dehart Road Subdivision – 984 Dehart Rd, Kelowna, BC.

- Large Lot Housing is possible for the site. No variances are necessary with the current configuration.

Zoning Analysis Table		
CRITERIA	ZONE REQUIREMENTS	PROPOSAL
Existing Lot/Subdivision Regulations		
Lot Area	550 m ²	Minimum 550 m ²
Lot Width	16.5 m	Minimum 16.5 m
Lot Depth	30 m	Minimum 30 m

No variances are being requested for this rezoning. Staff notes that subdivision plan is not being applied for at this time. The lot current lot configuration has no variances required.

4.9 Transit

4.10 Currently there is a transit stop at the southeast corner of the subject property. This existing bus stop will require upgrading to current standard (UBS2), as per the Development Engineering Department requirements (see attached memo).

4.11 Pedestrian Linkages

The internal roads will be built to a local road standard according to the Subdivision, Development and Servicing Bylaw No. 7900. The current subdivision layout includes a pedestrian connection to Torrs Road. As a subdivision is not currently being applied for and may change, a blanket statutory right-of-way is being requested as a condition of rezoning, with trail connections to be determined during the Preliminary Layout Review of subdivision.

4.12 Geotechnical

As discussed, much of the site has been modified over the last 20 years through grading and infilling. The fill was placed over peat in different locations of the property. A geotechnical report in 1998 concluded that buildings constructed over the existing conditions would result in unacceptable total and differential settlements¹¹. The report provided a number of potential treatments for the property prior to development, including but not limited to:

- Complete subexcavation of the fills, surficial topsoil layer and peat deposits and replacement with granular fills;
- Pile supports;
- Subexcavation of fill layer, combined with preload fill to compact peat deposits;
- Complete subexcavation of fills, topsoil and peats under proposed roads and replacement with granular fill and/or preloaded;
- Dewatering during excavation due to high groundwater table; and
- The provision of adequate subsurface and surface drainage measures.

4.13 Surface Water

¹¹ Golder & Associates, 1996. Preliminary Geotechnical Investigation Proposed Subdivision, Lot 2, Plan 35773, Sec. 31, TP.29, ODYD Dehart Road, Kelowna, British Columbia

Aplin and Martin Consultants Ltd. have provided plans accommodating overland creek flows at the west and northeast portions of the property (see attached plans). The plans include a 15 m creek and RMA along the west property line, and a 20 m wide channel and RMA / farm protection buffer along the northeast property line. The West Creek cross section indicates that the channel will be lined with riprap, and includes culverts under proposed roadways. The Creek Restoration Plan on the northeast property line will have side slopes of 6:1, transitioning into 3:1 slopes to meet existing grade, and will not have riprap.

4.14 Groundwater

The Section 219 Restrictive Covenant #KM084923 stipulates that a geotechnical report that addresses surface and groundwater characteristics must be and outlines recommendations for an overall drainage plan that safeguards building sites and utility installations must be prepared. The Dehart Road Environmental Assessment indicates that 6 springs are known in close proximity to the subject property¹².

A Creek Restoration Plan for the northeast drainage channel and a plan for the West Creek Upgrade have been prepared by Aplin & Martin Consultants Ltd. and are attached.

The property is within a Natural Environment Development Permit Area, and the applicant has a current Natural Environment Development Permit application for this property with the City. The approximate area of high groundwater is shown in Map 5, below.

4.15 Environmental

According to the Dehart Road Environmental Assessment, a number of rare and endangered ecosystems occur on the site. One of these, the Fd- Water Birch - Douglas Maple ecosystem occurs along the northeast property line, where the creek / riparian reserve is proposed. Another ecosystem, the ActFd - Common Snowberry - Red-osier Dogwood Riparian, is present along the west property line along the open drainage in this location. While the ecosystem is not ranked by the Conservation Data Centre of BC, it is associated with riparian and wetland habitat characteristics and should be protected, according to the assessment. Within the ditches, there are several small isolated occurrences of cattail marsh. These are ranked as 'blue-listed' or vulnerable, by the Conservation Data Centre of BC. Avoidance of these areas is recommended in the assessment¹³. The rest of the ecosystems found on site are anthropogenic, or highly modified, according to the report.

The assessment noted evidence of deer and coyote, and likely provide habitat for mice, voles and shrews, although these species were not specifically inventoried. Bighorn sheep were noted on the property during one site visit.

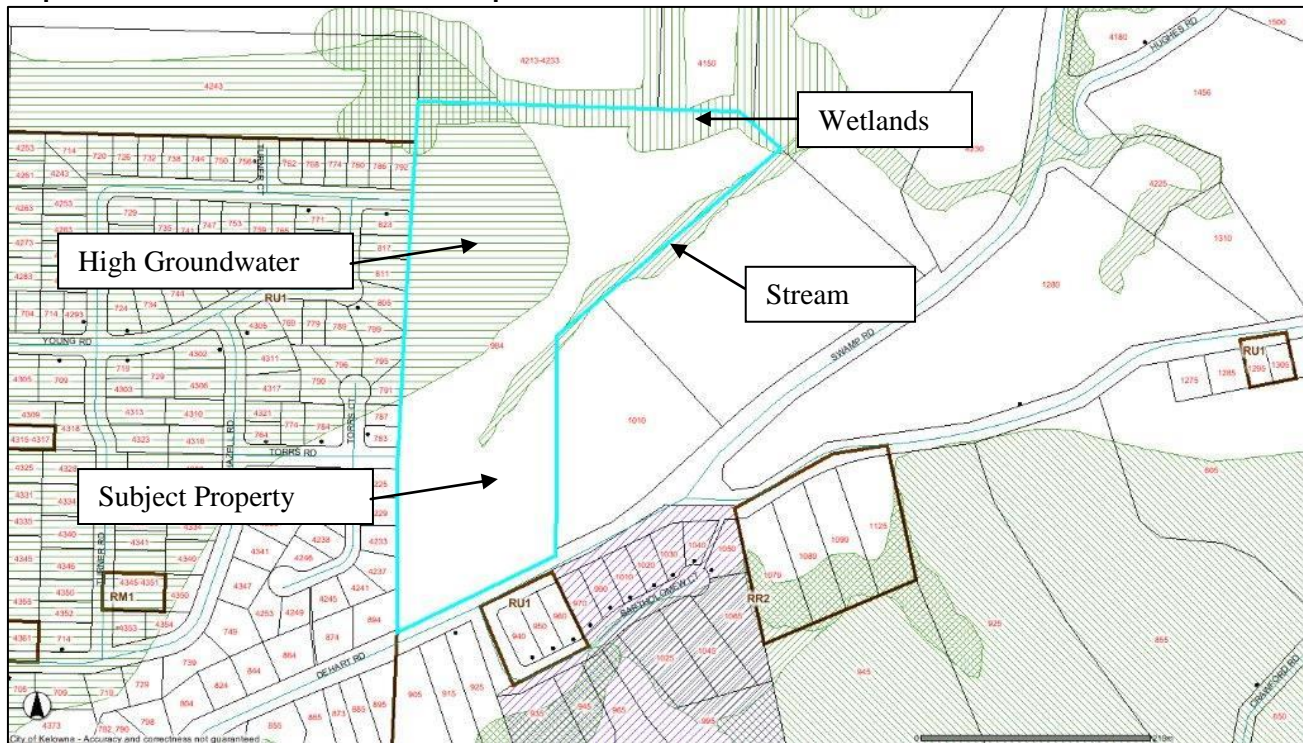
The Dehart Road Environmental Assessment found no rare plants on the property. However the timing and sampling intensity may indicate non-detection rather than absence¹⁴.

¹² Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.

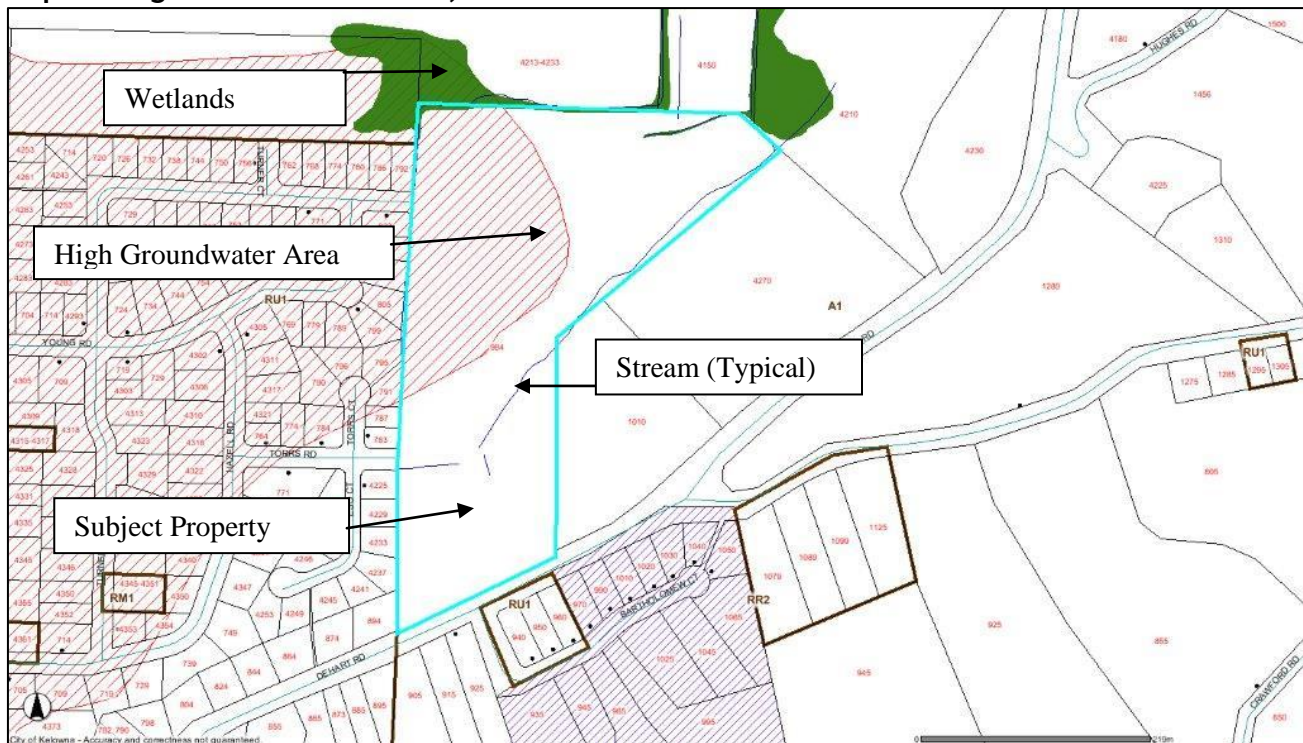
¹³ Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.

¹⁴ Makonis, 2013. Dehart Road Environmental Assessment – Submitted to New Town Planning Services Inc.

Map 5: Natural Environment Development Permit Areas



Map 6: Neighbourhood Wetlands, Creeks and Easements



5.0 Current Development Policies

5.1 Kelowna Official Community Plan (OCP)

Focus development to designated growth areas¹⁵.

Permanent Growth Boundary. Establish a Permanent Growth Boundary as identified in the OCP. Support development of property outside the Permanent Growth Boundary for more intensive uses only to the extent permitted as per the OCP Future Land Use designations in place as of initial adoption of OCP Bylaw 10500, except as per Council's specific amendment of this policy.

Compact Urban Form. Develop a compact urban form that maximizes the use of existing infrastructure and contributes to energy efficient settlement patterns. This will be done by increasing densities (approximately 75 - 100 people and/or jobs per ha located within a 400 metre walking distance of transit stops is required to support the level of transit service) through development, conversion, and re-development within Urban Centres in particular and existing areas as per the provisions of the Generalized Future Land Use.

Farm Protection DP Guidelines¹⁶

Objectives

- Protect farm land and farm operations;
- Minimize the impact of urban encroachment and land use conflicts on agricultural land;
- Minimize conflicts created by activities designated as farm use by ALC regulation and non-farm uses within agricultural areas.

Guidelines

- On properties located adjacent to agricultural lands, design buildings to reduce impact from activities associated with farm operations. Design considerations include, but are not limited to maximizing the setback between agricultural land and buildings and structures, and reducing the number of doors, windows, and outdoor patios facing agricultural land.
- On agricultural and non-agricultural lands, establish and maintain a landscape buffer along the agricultural and/or property boundary, except where development is for a permitted farm use that will not encourage public attendance and does not concern additional residences (including secondary suites), in accordance with guidelines provided by Ministry of Agriculture "Guide to Edge Planning" and the ALC report "Landscape Buffer Specifications" or its replacement.
- Design any subdivision or urban development of land to reduce densities and the intensity of uses gradually towards the boundary of agricultural lands.

Ensure environmentally sustainable development¹⁷.

Environmentally Sensitive Area Linkages. Ensure that development activity does not compromise the ecological function of environmentally sensitive areas and maintains the integrity of plant and wildlife corridors.

¹⁵ City of Kelowna 2030 Official Community Plan (2011) - Farm Protection Development Permit Chapter; p. 15.2 - 15.4.

¹⁶ City of Kelowna 2030 Official Community Plan (2011) - Farm Protection Development Permit Chapter; p. 15.2 - 15.4.

¹⁷ City of Kelowna 2030 Official Community Plan (2011) - Development Process Chapter 5; p. 5.17

Protection Measures. Protect and preserve environmentally sensitive areas (ESAs) using one or more of the following measures, depending on which measures are appropriate to a given situation:

- Dedication;
- Return to Crown Land or covenant for conservation purposes with the City or other government body; and
- Ensure setbacks on adjacent developments on adjacent developments are adequate to maintain the integrity of the ESA.

5.2 City of Kelowna Agriculture Plan

New Growth Areas¹⁸. Discourage the establishment of new growth areas within or beyond agricultural areas that create additional traffic pressure on the local rural road network.

Farmland Preservation¹⁹. Direct urban land uses to areas within the permanent growth boundary, in order to reduce development and speculative pressure. This is to encourage the preservation of agricultural lands and discourage further extension of existing urban areas into agricultural lands.

Urban Buffers. Require new development, adjacent to agricultural areas, to establish setbacks, fencing and landscape buffers on the urban side of the defined urban - rural/agricultural boundary.

6.0 Technical Comments

6.1 Building & Permitting Department

A Geotechnical report will be required to define building requirements / limitations.

6.2 Development Engineering Department

A full list of Development Engineering Services requirements is included in the attached memo. A summary includes:

- Prior to final adoption of the zoning bylaw, a pre-design report must identify all the offsite servicing needs in accordance with the Subdivision, Development and Servicing Bylaw No. 7900.
- The high water table may impact site and building design, and should be determined by an engineer and detailed on a Lot Grading Plan.
- A report by a Geotechnical Engineer in the field of hydro-geotechnical engineering to identify ground water characteristics and limitations, as well as soil conditions and potential requirements or restrictions regarding slope stability, soil suitability and drainage requirements.
- Provide an adequate domestic and fire water system with adequate water pressure, in accordance with Bylaw No. 7900.
- Provide an adequately sized sanitary sewer system complete with individual lot connections.

¹⁸ City of Kelowna Agriculture Plan (1998); p. 99.

¹⁹ City of Kelowna Agriculture Plan (1998); p. 131 & 132.

- Provide an adequately sized drainage system and a detailed Lot Grading Plan, complete with dedications, rights of way, setbacks and non-disturbance areas, a Stormwater Management Plan, and an Erosion and Sediment Control Plan.
- Upgrades to Dehart Road to an urban standard, including all fronting improvements.
- Provide an additional highway allowance widening on Dehart Road.
- Recommendations from the Traffic Impact Analysis (TIA) on a roadway access onto Dehart will be requirements of zoning.
- Provide underground service connections and street lights.
- Design and construction must be prepared and inspected by a Consulting Civil Engineer in accordance with Bylaw No. 7900.
- Provide a Servicing Agreement in accordance with Bylaw No. 7900, including the preparation of adequate drawings and estimates prior to the preparation of the Servicing Agreement.
- Provide all necessary Statutory Rights-of-Way for any utility corridors required, including those on proposed or existing City Lands.

6.3 Bylaw Services

The property was subject to nine bylaw complaints between 2008 and 2011. The complaints varied, but included noise, unsightly premises, nuisance trees and shrubs and altering the land without a development permit. All bylaw incidents were concluded.

6.4 Parks and Public Spaces Department

The Parks and Public Spaces Department have concerns with the ground and surface water conditions of the site, and potential impacts to Thomson Marsh and Mission Recreation Park. They recommend that any creek restoration be done by the developer and that a three year maintenance requirement by the developer.

Infrastructure Planning, in consultation with Parks Services, have determined that there is no need for park dedication within this subdivision, based on the Linear Park Master Plan, the OCP, and that the number of units is not high enough to justify the provision of a park at this time.

However, Parks Services has identified a need for a pedestrian walkway through the development, and across Dehart Road from Bartholomew Court. This would provide access for high school students going to Okanagan Mission High School, and a pedestrian access to Dehart Road at the mid-point of the property. These should be constructed to the Bylaw No. 7900 standard.

Parks Services recommends that any environmental areas are protected with a No Build / No Disturb Covenant on private lands.

6.5 Policy and Planning

The RU1 zoning requested is permitted in the S2RES portion of the property, and therefore compliant with the OCP. Although the portion designated for Multi-Unit Residential - Low Density (MRL) is not consistent with the OCP, it is consistent with the surrounding uses and is also

compliant with other policies within the OCP, including environmental policies of Environmentally Sensitive Linkages, Protection Measures, Voluntary Protection, and Habitat Protection. The proposal indicates there will be pedestrian connections for easier access to the transit stop on Dehart Road.

6.6 Subdivision Approving Officer

The Subdivision Approving Officer notes that fill has been brought to the site for years without geotechnical investigation, and that Development Cost Charges (DCCs) will be payable at final subdivision stage.

6.7 Fire Department

Fire Department access, fire flows, and hydrants must be in accordance with the BC Building Code and the City of Kelowna Subdivision Bylaw #7900. This bylaw requires a minimum of 60 ltr/sec fire flows. Additional comments will be required at the time of the building permit application.

6.8 Fortis BC Inc. - Electric

The subject property is currently serviced by a primary electrical distribution extension from Dehart Road. This line crosses both a neighbour's property and a waterway without a statutory right of way or permitting. Until such a time as this line is protected by land rights, any servicing to the proposed subdivision will require a new extension from the primary distribution facilities along Dehart Rd.

The applicant is responsible for costs associated with servicing the proposed lots as well as the provision of appropriate land rights where required. It should be noted that additional land rights issues may arise from the design process but can be dealt with at that time, prior to construction.

6.9 Fortis Gas

Fortis BC Gas has a pipeline running at a diagonal through the northern portion of the property. They have provided these comments, as well as general development comments.

- Fortis pipeline may require an engineering assessment and possible upgrade to current standards at the expense of the owner.
- The existing soil conditions, final site grades and building elevations, as well as preloading, must be considered as it relates to the existing pipeline and Right of Way (ROW).
- Fortis BC encourages the use of its ROW for linear parks.
- Fortis BC requests that the proposed property lines align with, and do not cross, the Fortis BC ROW boundaries.

7.0 Application Chronology

Application Received: March 26, 2013

Public Information Session April 18, 2013

The proposal was presented to the public. Most of the feedback was regarding the road configuration through Young and Turner Roads. The applicant took this feedback into consideration and prepared an alternate road and layout configuration using Dehart Road as the primary access.

Application put on hold: May 20, 2013

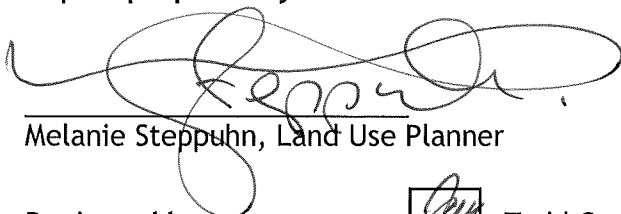
Application was put on hold to investigate the possibility of applying for a land inclusion / exclusion through the Agricultural Land Commission with the adjacent parcel.

Traffic Impact Analysis January 31, 2014

EYH Consultants Ltd. issued a revised Traffic Impact Assessment for the Proposed Dehart Road Development.

Revised Plans Received April 22, 2014

Report prepared by:



Melanie Steppuhn, Land Use Planner

Reviewed by:



Todd Cashin, Manager, Environment & Land Use

Approved for Inclusion:



Shelley Gambacort, Director, Land Use Management

Attachments:

Subject Property Map - 1 page
Site Photos - 1 page
OCP Amendment Plan - 1 page
Riparian Layout Plan - 1 page
Lot Easement and Covenant Plan - 1 page
Pedestrian Network Plan - 1 page
Aplin & Martin Consultants Ltd. - Civil Package - 9 pages
Key Plan - West Creek Upgrade - 2 pages
Creek Restoration Plan - 1 page
Development Engineering Manager - Memo
South East Kelowna Irrigation District - Memo
Settlement and Release Agreement - 2010
Section 219 Restrictive Covenant #KM084923 - 20 pages

CITY OF KELOWNA

BYLAW NO. 11017

Official Community Plan Amendment No. OCP14-0022 - Sherwood Mission Developments Ltd. And Dr. Alexander Rezansoff 984 Dehart Road

A bylaw to amend the "*Kelowna 2030* - Official Community Plan Bylaw No. 10500".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT Map 4.1 - **GENERALIZED FUTURE LAND USE** of "*Kelowna 2030* - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of a portion of Lot 1, Section 31, Township 29, ODYD, Plan KAP62654, located on Dehart Road, Kelowna, B.C., from the the MRL - Multi-Unit Residential Low Density designation to the S2RES - Single/Two Unit Residential designation as per Map "A" attached to and forming part of this bylaw;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

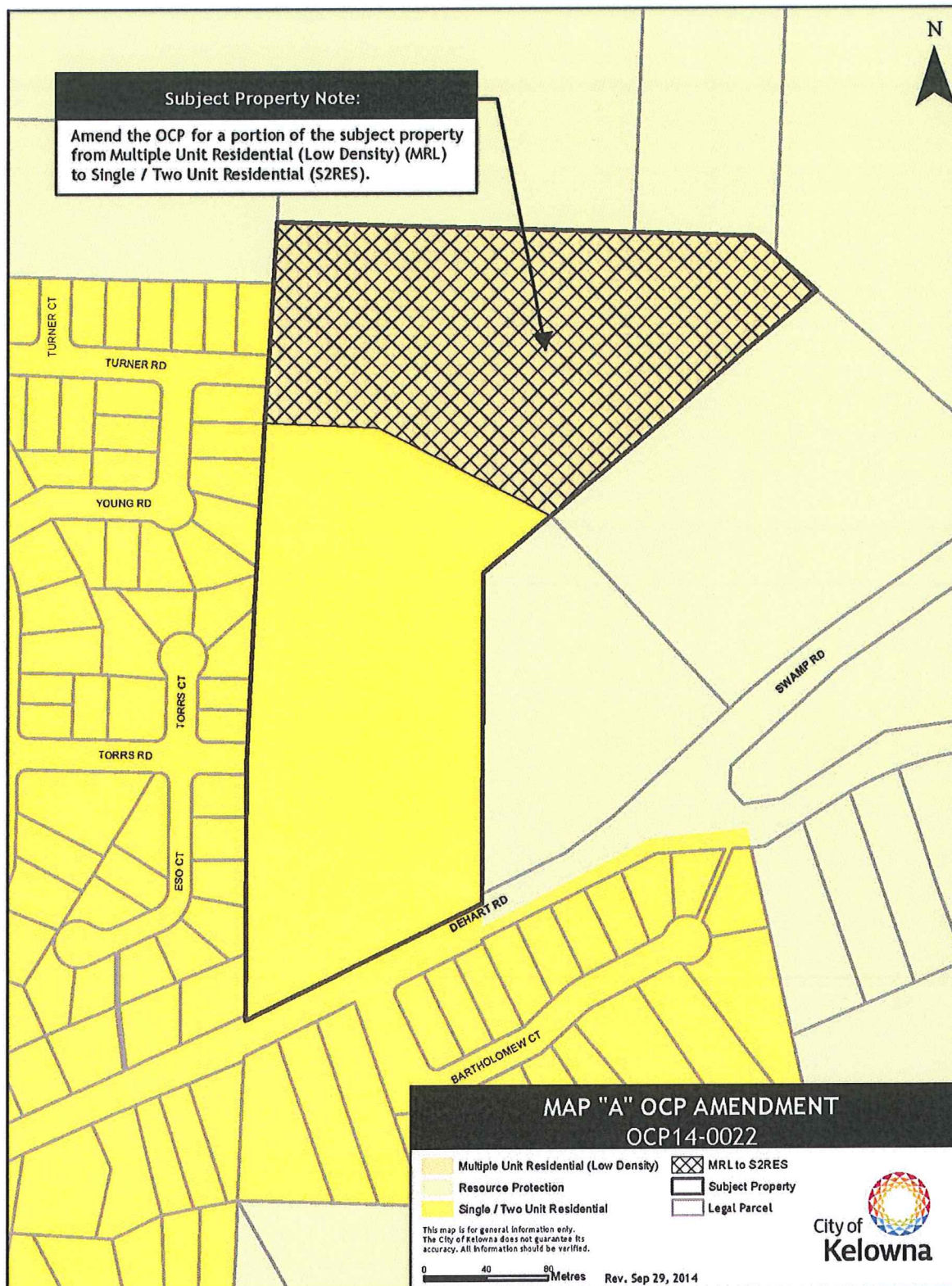
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CITY OF KELOWNA

BYLAW NO. 11018

Z14-0047 - Sherwood Mission Developments Ltd. and Dr. Alexander Rezansoff 984 Dehart Road

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of portions of Lot 1, Section 31, Township 29, ODYD, Plan KAP62654, located on Dehart Road, Kelowna, B.C., from the A1 - Agriculture 1 zone to the RU1 - Large Lot Housing zone and the RU2 - Medium Lot Housing zone as per Map "B" attached to and forming part of this bylaw.
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this

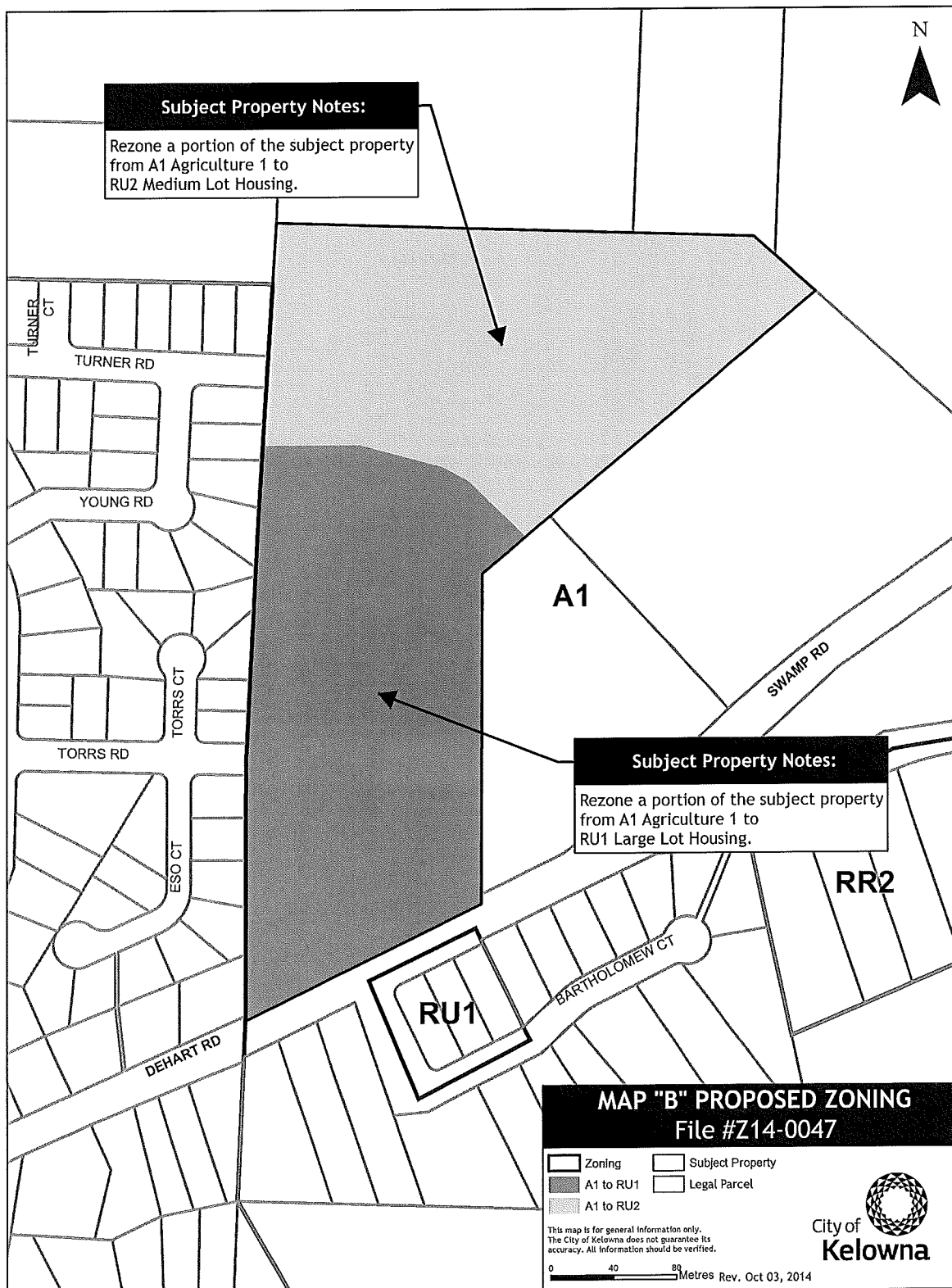
Considered at a Public Hearing on the

Read a second and third time by the Municipal Council this

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



CITY OF KELOWNA

BYLAW NO. 10832

Official Community Plan Amendment No. OCP13-0002 - Pier Mac Petroleum Installation Ltd., Inc. No. BC0088217 1760, 2025 and 2137 Quail Ridge Boulevard

A bylaw to amend the "Kelowna 2030 - Official Community Plan Bylaw No. 10500".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT Map 4.1 - **Generalized Future Land Use** of "Kelowna 2030 - Official Community Plan Bylaw No. 10500" be amended by changing the Generalized Future Land Use designation of the West ½ of Section 14, Township 23, ODYD, Except Plans H16596, KAP47192, KAP51877, KAP53641, KAP53790, KAP57365, KAP73608 and KAP82802, located on 1760 Quail Ridge Boulevard, Lot A, District Lot 32 and Section 14, Township 23, ODYD District Plan KAP52924, located on 2173 Quail Ridge Boulevard, and Lot B, District Lot 32 and Section 14, Township 23, ODYD, District Plan KAP52924, located on 2025 Quail Ridge Boulevard, Kelowna, B.C., from the Resource Protection Area (REP), Commercial (COMM), Industrial (IND) and Parks & Open Space (PARK) designation to the Commercial (COMM), Industrial (IND) and Parks & Open Space (PARK) designation as shown on Map "A" as attached;
2. AND THAT Chapter 4: Future Land Use, Table 4.2 Potential ASP Development Components be deleted in it's entirety that reads:

Area	A	B	C	D	E	F	G	H	I	J	K
Structure Plans											
1. Pier Mac	•			•	•		•	•		•	
2. North Clifton Road											
3. Eagle Ridge											
4. Tonn Mountain											

And replaced with:

Area	A	B	C	D	E	F	G	H	I	J	K
Structure Plans											
2. North Clifton Road											
3. Eagle Ridge											
4. Tonn Mountain											

3. AND THAT Map 5.8 - Urban Design DP Area Designation be deleted in it's entirety and replaced with a new Map 5.8- Urban Design DP Area Designation as shown on Map "B" as attached;
4. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 8th day of April, 2013.

Considered at a Public Hearing on the 23rd day of April, 2013.

Re-Considered at a Public Hearing on 29th day of April, 2014.

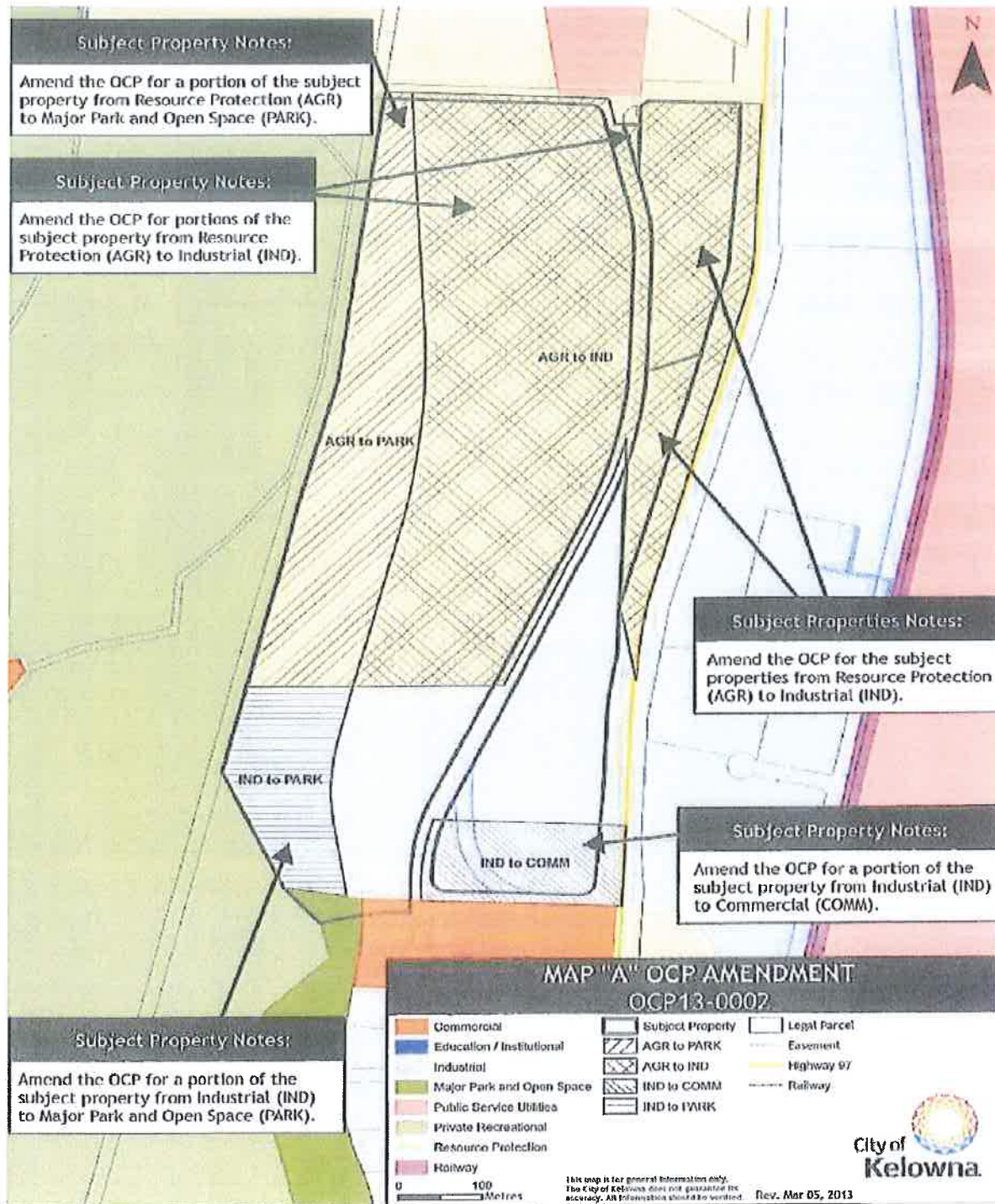
Read a second and third time by the Municipal Council this 29th day of April, 2014.

Adopted by the Municipal Council of the City of Kelowna this

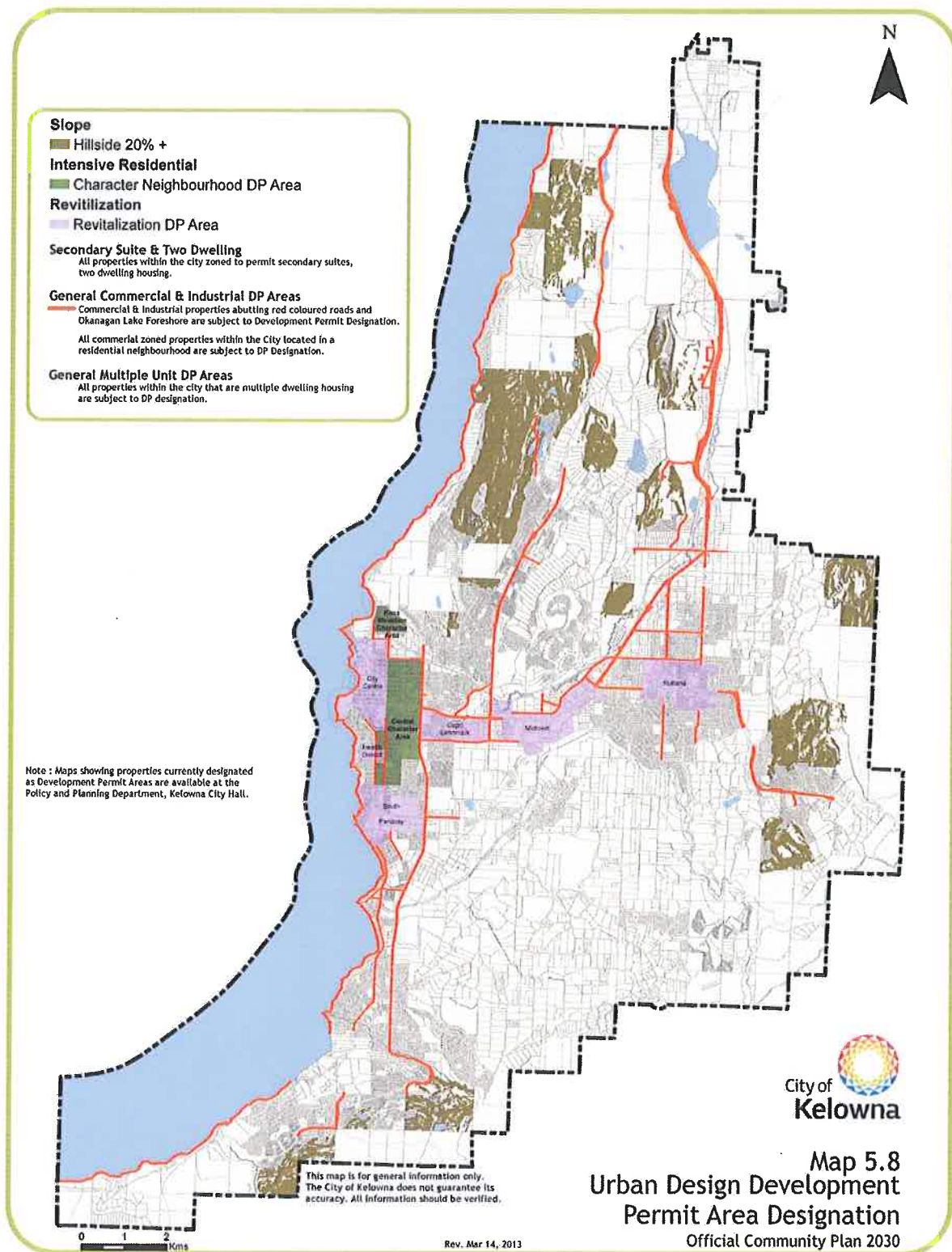
Mayor

City Clerk

Map "A"



Map B



CITY OF KELOWNA
BYLAW NO. 10834
Z13-0003 - Pier Mac Petroleum Installation Ltd.
1760, 2025 and 2137 Quail Ridge Blvd

A bylaw to amend the "City of Kelowna Zoning Bylaw No. 8000".

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. THAT City of Kelowna Zoning Bylaw No. 8000 be amended by changing the zoning classification of The West ½ of Section 14, Township 23, ODYD, Except Plans H16596, KAP47192, KAP51877, KAP53641, KAP53790, KAP57365, KAP73608 and KAP82802; Lot A, District Lot 32 and Section 14, Township 23, ODYD, Plan KAP52924; Lot B, District Lot 32 and Section 14, Township 23, ODYD, Plan KAP52924, located on Quail Ridge Blvd, Kelowna, B.C., from the A1 - Agriculture 1 zone, the CD15 - Airport Business Park zone, I5 Extraction zone and the P3 - Parks and Open Space zone to the CD15 - Airport Business Park zone and the P3 - Parks and Open Space zone as per Map "B" attached to and forming part of this bylaw;
2. This bylaw shall come into full force and effect and is binding on all persons as and from the date of adoption.

Read a first time by the Municipal Council this 8th day of April, 2013.

Considered at a Public Hearing on the 23rd day of April, 2013.

Amended at first reading on the 14th day of April, 2014

Re-Considered at a Public Hearing on the 29th day of April, 2014.

Read a second and third time by the Municipal Council this 29th day of April, 2014.

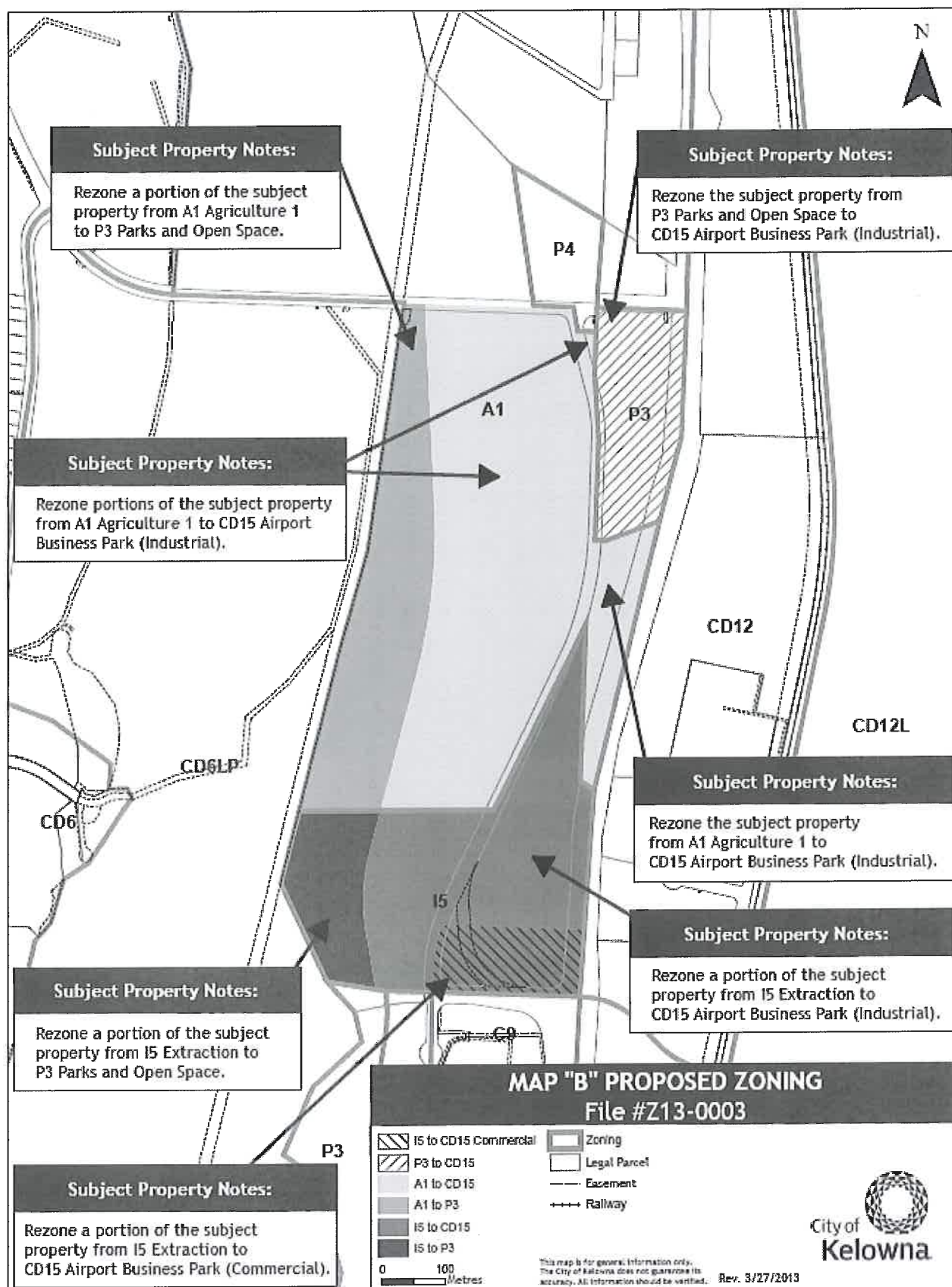
Approved under the Transportation Act this 17th day of September, 2014.

Lynda Lochhead
(Approving Officer-Ministry of Transportation)

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk



Report to Council



Date: Oct. 1, 2014
File: 0165-30
To: City Manager
From: Deputy City Manager
Subject: Quarterly Report Update

Report Prepared by: Summer Effray, Marketing & Communications Advisor

Recommendation:

THAT Council receives, for information, the Quarterly Report from the Deputy City Manager, dated Oct. 1, 2014.

Purpose:

To provide Council with an update of the City's activities for the third quarter of 2014.

Background:

The attached PowerPoint presentation provides a brief summary of some key activities undertaken in the last quarter by the corporation.

The content of the presentation continues to evolve and staff welcomes Council's suggestions in ensuring the report is both informative and timely for our community. All contributors and contributing departments are not expected to attend the Council presentation, however if Council has specific questions that require a staff member attend the meeting, it is requested that the City Clerk be advised in advance of the meeting.

Internal Circulation:

Presentation distributed to Divisional Directors.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Financial/Budgetary Considerations:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Submitted by:


Paul Macklem, Deputy City Manager

QUARTERLY REPORT

Quarter 3, 2014



GROW OUR ECONOMY

- 
- ▶ Your link to the world:
Kelowna International Airport
 - Daily service to San Francisco
 - August - busiest month in YLW history

GROW OUR ECONOMY

▶ Building Kelowna

- ▶ \$260 million in building permits, YTD
- ▶ 260 issued for single-family homes
- ▶ Highest numbers since 2010
- ▶ 451 development applications processed

Building permit values - 3 rd Quarter	2012	2013	2014
	\$91m	\$102m	\$104m

Number of subdivision lots approved (to Sept. 9, 2014)	2012	2013	2014
3 rd Quarter	9	58	6
2 nd Quarter	31	23	152
1 st Quarter	14	99	130

ENHANCE CITIZENS' QUALITY OF LIFE

▶ Outdoor enjoyment

▶ Parks

- ▶ City Park concept plan
- ▶ Stuart Park, Phase 2
- ▶ Ponds Playground
- ▶ Gopher Creek Linear Park
- ▶ Munson Pond Park

▶ Neighbourhood events

- ▶ Park & Play
- ▶ Dancing in the Park



GROW OUR ECONOMY

- ▶ Event attractions
 - ▶ artsVest
 - ▶ Culture Days
 - ▶ Rugby Canadian Championships
 - ▶ Baseball Valley Championships
 - ▶ Axel Merckx Youth Cycling Foundation Camp
 - ▶ Youth Basketball Tournament
 - ▶ Tennis Futures Tournament
 - ▶ Wine Country Half Marathon

culturedays.ca

CREATE, PARTICIPATE & CELEBRATE
September 26, 27 & 28, 2014



235

ENHANCE CITIZENS' QUALITY OF LIFE

- ▶ Police Services Building Project update
 - ▶ Security clearances underway
 - ▶ Rezoning received first three readings
 - ▶ Alternative Approval Process
 - ▶ Borrowing over 30 years



FOCUS ON RESULTS

- ▶ Community engagement for City projects
 - ▶ In the Community
 - ▶ 1,653 face-to-face interactions
 - ▶ 643 feedback forms/surveys completed
 - ▶ Online
 - ▶ Social media
 - ▶ getinvolved.kelowna.ca
 - ▶ 1,409 total participants
 - ▶ 1,815 visitors and 6,704 page views



DELIVER ON OUR PLAN

- ▶ Active transportation
 - ▶ Queensway
 - ▶ Okanagan College
 - ▶ #97 Rapidbus
 - ▶ Gordon Drive
 - ▶ Route 8 University realignment
 - ▶ Regional Strategic Transportation Plan



PROACTIVE & PRAGMATIC LEADERSHIP

- ▶ New options for customers to pay
- ▶ Increase in recycling
- ▶ Landfill-to-gas pipeline

PROACTIVE & PRAGMATIC LEADERSHIP

- ▶ Annual budget process underway
 - ▶ Balancing act:
 - ▶ Reasonable tax rate
 - ▶ Delivering services expected by residents
 - ▶ Adjusting to economic realities



2014 THIRD QUARTER REPORT

- ▶ For other ways to stay informed, visit kelowna.ca/connect

Report to Council



Date: October 6, 2014
Rim No. 0280-70
To: City Manager
From: Matt Friesen, Accountant, Revenue Branch
Subject: 2015 Permissive Tax Exemption Bylaw No 11009

Recommendation:

THAT Council receives, for information, the Report from the Revenue Branch Accountant dated October 6, 2014 with respect to the 2015 Permissive Tax Exemption Bylaw;

AND THAT Bylaw No. 11009, being the 2015 Permissive Tax Exemption Bylaw be forwarded for reading consideration.

Purpose:

Council to consider a property tax exemption for those organizations that have met the qualification as outlined in Permissive Tax Exemption Policy #327.

Background:

The following are revisions to Schedules A through I of the 2014 Tax Exemption Bylaw No. 10889

Schedule A, Public Worship:

Change the following rolls:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	57510	Lot A, Plan 16013, DL 137	Convention Baptist Churches of BC	Change status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principal purpose of the total property is a Place of Public Worship

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
2	6198870	Lots 78, 79 & 80, Sec 26, Twp 26, Plan 22239	Pentecostal Assemblies of Canada	Change status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principal purpose of the total property is a Place of Public Worship

Delete the following rolls:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	3273007	Lot A, Plan KAP83120	Halo Valley Holdings Ltd.	Change in status to fully taxable. Garden Valley Community Church no longer owns the property but they currently lease the property from the new owner, Halo Valley Holdings Ltd. The property no longer qualifies for a Statutory Exemption from BC Assessment. The Permissive Tax Exemption Policy is only extended to properties that are first granted a Statutory Exemption.

Schedule B, Private Schools: No Change

Schedule C, Hospitals: No Change

Schedule D, Special Needs Housing:

Delete the following rolls:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	46190	Lot 15, D.L. 136, Plan 9138	Adult Integrated Mental Health Services Society	Change in Status to fully taxable. The organization no longer provides subsidized housing and rents out the units on the property at market rates to the general public.

Schedule E, Social Services:

Add the following rolls:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	6371030	Lot 2, Plan KAP30323	Pathways Abilities Society	New Applicant: Non-profit organization that provides people with disabilities the support to participate and contribute to society by participating in volunteer work, paid employment, recreation and leisure services

Delete the following rolls:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	3819001	Lot 2, Plan 3306	City of Kelowna	Change in status to fully taxable. The property has been sold to the City of Kelowna and the Ki-Low-Na Friendship Society no longer occupies the property.

Schedule F, Public Park or Recreation Ground, Public Athletic or Recreational:

Add the following rolls:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	83521	Lot 1, Plan EPP29214	Kelowna Yacht Club	New Applicant. Non-profit organization that provides sailing lessons and activities that is accessible to all the residents of Kelowna including specific programs for those with special needs. These programs are offered at below market rates. Criteria # 6: Approx 21,168 sq ft (88%) taxable as the principal use of this portion of the property is not directly related to principal purpose of organization owning the property (rental/lease/restaurant)
2	9472588	Lot 2, DL 14, LD 41, KAP53240	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	New Application - Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and education in skills. The use of this property will work in conjunction with the property adjacent to this one that is already occupied by this same organization and has an approved permissive tax exemption.

Schedule G, Cultural Organizations:

Change the following rolls:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	77062	Lot 1, Plan 42511	City of Kelowna/Kelowna Museums Society	Change in Status. Criterion # 3: 1,300 sq ft 40% exempt (3rd year of the 5 year phase out program) as area's primary purpose are commercial liquor sales. Per Policy 327: "Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profit businesses and will not be eligible for tax exemption." Note: The portion of the Wine Museum which is a VQA Wines store would be taxable - Approx. 60% of the Wine Museum area (1,300 sq. ft.).
NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
2	80250	Lot A, KAP67454	Kelowna Visual & Performing Arts Centre Society / City of Kelowna	Change in exemption area. Change in lease within the leased portion of the property (429 sq ft). The previous lease holder of this unit was taxable under tax roll 80259. The new lease holder is a Non-profit organization (Cool Arts Society) and qualifies as an exempt area.

Schedule H, Other Non-Profit Societies: No Changes

Schedule I, Partnering, Heritage Property and Revitalization: No Change

There are two tax exemption requests that are not being recommended for exemption:

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	29160	Lot 1, D.L. 136, Plan KAP3506	Timothy and Lesley Spiegel	Denied. The property is not owned by the non-profit organization. (Chabad Okanagan Society). Criteria #5: The principal use of property is not directly related to principal purpose of organization owning the property.
2	6224941	Lot B Plan KAP71871	Army, Navy & Air Force Veterans in Canada	Denied. Vacant lot. Criteria #5: The principal use of property is not directly related to principal purpose of organization owning the property.

On October 1, 2012, Council endorsed Policy # 327 (Permissive Tax Exemption Policy) in its current state, reaffirming that it is fair, consistent and appropriate.

All currently exempt applicants as well as new applicants were reviewed by staff in relation to Council Policy # 327 and the above recommendations represent the changes to the status of each applicant.

The following have been included as attachments:

Appendix A, 2015 Tax Exemptions Summary - Municipal Tax Impact related to General Exemption and Permissive Exemption

Appendix B, 2015 Tax Exemptions Summary - Municipal Tax Impact related to Permissive Exemption only

Appendix C, Policy # 327

Appendix D, Tax Exemption Bylaw - Schedules Background

Appendix E, Proposed Bylaw # 11009 to be presented for first 3 readings on Monday, October 6, 2014

The foregoing changes for 2015 property tax exemption are placed before Council for consideration.

Internal Circulation:

Sandra Kochan, Cultural Services Manager
Jim Gabriel, Director, Active Living & Culture

Legal/Statutory Authority:

Council may, by bylaw in accordance with sections 220, 224 and 225 of the Community Charter exempt land or improvements, or both, from taxation to the extent, for the period and subject to the conditions provided in the bylaw.

Legal/Statutory Procedural Requirements:

Under section 227 of the Community Charter Council must give notice of a proposed bylaw in accordance with section 94 [public notice must be once a week for 2 consecutive weeks prior], identifying the property that would be subject to the bylaw, describe the proposed exemption, state the number of years that the exemption may be provided and provide an estimate of the amount of taxes that would be imposed on the property if it were not exempt, for the year in which the proposed bylaw is to take effect and the following 2 years. Under Division 7 - Permissive Exemptions of the Community Charter a bylaw may only be adopted by an affirmative vote of the majority of Council, and does not apply to taxation in a calendar year unless it comes into force on or before October 31 in the preceding year.

Existing Policy:

Permissive Tax Exemption Policy 327

Financial/Budgetary Considerations:

Tax exemptions are not financed through a budgetary line item in the same way as municipal spending, nor do they affect the amount that has to be raised through property taxes. Nevertheless, tax exemptions do impose a cost on taxpayers who are not exempt. Tax exemptions reduce the total value of the tax base (i.e. the taxable value of property). Therefore, tax exemptions transfer the burden of taxation from properties that are exempt to properties that are taxable. An increase in the value of tax exemptions increases the taxes paid by properties that are not tax exempt. Refer to Appendix A, 2015 Tax Exemptions Summary - General Exemption and Permissive Exemption - Municipal Tax Impact and Appendix B, 2015 Tax Exemptions Summary - Permissive Exemption - Municipal Tax Impact.

Considerations not applicable to this report:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

Submitted by:

M. Friesen, Revenue Accountant

Approved for inclusion:



(Genelle Davidson, CPA, CMA, Director, Financial Services)

cc: BC Assessment

Appendix A, 2015 Tax Exemptions Summary - Municipal Tax Impact related to General Exemption and Permissive Exemption:

Schedule	Class 01: Residential	Class 06: Business*	Class 08: Recreation / Non-Profit	Total
A - Places of Worship				
Assessed Values	45,000	6,917,250	122,691,500	129,653,750
Municipal Taxes	\$178	\$57,146	\$485,408	\$542,732
B - Private Schools				
Assessed Values	404,000	39,614,550	10,221,300	50,239,850
Municipal Taxes	\$1,598	\$327,268	\$40,439	\$369,304
C - Hospitals				
Assessed Values	27,816,000	183,415,000	0	211,231,000
Municipal Taxes	\$110,049	\$1,515,242	\$0	\$1,625,291
D - Special Needs Housing				
Assessed Values	12,007,600	711,200	0	12,718,800
Municipal Taxes	\$47,506	\$5,876	\$0	\$53,381
E - Social Services				
Assessed Values	2,479,000	20,577,700	571,200	23,627,900
Municipal Taxes	\$9,808	\$170,000	\$2,260	\$182,067
F - Public Park or Recreation Ground, Public Athletic or Recreational				
Assessed Values	18,002,000	7,881,980	77,478,340	103,362,320
Municipal Taxes	\$71,222	\$65,115	\$306,530	\$442,867
G - Cultural				
Assessed Values	1,900	30,881,168	2,289,300	33,172,368
Municipal Taxes	\$8	\$255,118	\$9,057	\$264,183
H - Other				
Assessed Values	1,913,300	3,776,000	1,028,100	6,717,400
Municipal Taxes	\$7,571	\$31,195	\$4,067	\$42,832
I - Partnering, Heritage or Other Special Exemption Authority				
Assessed Values	25,500	691,000	0	716,500
Municipal Taxes	\$101	\$5,710	\$0	\$5,810
Grand Total				
Assessed Values	62,694,300	294,465,848	214,279,740	571,439,888
Municipal Taxes	\$248,041	\$2,432,669	\$847,761	\$3,528,471

Appendix B, 2015 Tax Exemptions Summary - Municipal Tax Impact related to Permissive Exemption only:

Schedule¹	Class 01: Residential	Class 06: Business*	Class 08: Recreation / Non-Profit	Total
A - Places of Worship				
Assessed Values	45,000	1,308,500	68,417,400	69,770,900
Municipal Taxes	\$178	\$10,810	\$270,681	\$281,669
B - Private Schools				
Assessed Values	321,000	16,266,200	3,577,000	20,164,200
Municipal Taxes	\$1,270	\$134,380	\$14,151	\$149,800
C - Hospitals				
Assessed Values	7,719,000	10,290,000	0	18,009,000
Municipal Taxes	\$30,539	\$85,009	\$0	\$115,547
D - Special Needs Housing				
Assessed Values	12,007,600	689,300	0	12,696,900
Municipal Taxes	\$47,508	\$5,694	\$0	\$53,203
E - Social Services				
Assessed Values	2,479,000	20,367,700	571,200	23,417,900
Municipal Taxes	\$9,808	\$168,263	\$2,260	\$180,331
F - Public Park or Recreation Ground, Public Athletic or Recreational				
Assessed Values	18,002,000	7,761,980	77,478,340	103,242,320
Municipal Taxes	\$71,222	\$64,123	\$306,530	\$441,875
G - Cultural				
Assessed Values	1,900	30,781,168	2,289,300	33,072,368
Municipal Taxes	\$8	\$254,292	\$9,057	\$263,356
H - Other				
Assessed Values	1,913,300	3,716,000	1,028,100	6,657,400
Municipal Taxes	\$7,570	\$30,699	\$4,068	\$42,336
I - Partnering, Heritage or Other Special Exemption Authority				
Assessed Values	25,500	681,000	0	706,500
Municipal Taxes	\$101	\$5,626	\$0	\$5,727
Grand Total				
Assessed Values	42,514,300	91,861,848	153,361,340	287,737,488
Municipal Taxes	\$168,203	\$758,896	\$606,746	\$1,533,845

¹ Schedules A, B & C include the land assessed values of the buildings footprint which is a general exemption.



City of Kelowna
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Council Policy

Permissive Tax Exemption Policy

APPROVED August 8, 2005

RESOLUTION: R375/10/04/26
REPLACING: R446/06/05/15; R759/05/08/08
DATE OF LAST REVIEW: April 2010

A. PREAMBLE

The City of Kelowna recognizes the significant value of volunteers, volunteer groups and agencies to the spiritual, educational, social, cultural, and physical well-being of the community. A permissive tax exemption is a means for Council to support organizations within the community that further Council's objective to enhance the quality of life while delivering services economically to the citizens of Kelowna.

The Permissive Tax Exemption Policy is intended to:

- Provide clarity, consistency and certainty to the municipality, the public and prospective applicants.

B. EXTENT, CONDITIONS, AND PENALTIES

1. Council may designate only a portion of land/improvements as exempted where the following circumstances exist:
 - a. A portion of the land/improvements is used by private sector and/or organization not meeting Council's exemption criteria.
 - b. The applicant already receives grant in aid from the municipality, provincial or federal government.
 - c. The applicant meets all eligibility criteria, however Council may at its discretion grant a partial exemption.
2. Council may impose conditions on the exempted land/improvements with the applicant organization, including but not limited to:
 - a. Registration of a covenant restricting use of the property
 - b. An agreement committing the organization to continue a specific service/program
 - c. An agreement committing the organization to have field/facilities open for public use for specific times or a total amount of time
 - d. An agreement committing the organization to offer use of the field/facility to certain groups free of charge or at reduced rates
 - e. An agreement committing the organization to immediately disclose any substantial increase in the organization's revenue or anticipated revenue (i.e. receives large operating grant from senior government)
3. Council may impose penalties on an exempted organization for knowingly breaching conditions of exemption, including but not limited to:

- a. Revoking exemption with notice
- b. Disqualifying any future application for exemption for specific time period
- c. Requiring repayment of monies equal to the foregone tax revenue.

C. PROCESS

Council will consider permissive tax exemption applications from Places of Worship, Private Schools and Hospitals for a period of up to 5 years. Other Non-Profit organizations will be considered annually.

The opportunity to apply for a permissive tax exemption will be advertised in the local newspaper once in the month of June. Application forms can be downloaded from the City of Kelowna website, or picked up at City Hall in the Revenue Branch of the Financial Services Department.

Application Forms

Places of Worship, Private Schools and Hospitals are required to complete the Place of Worship, Private School, and Hospital 5 Year Application. The City of Kelowna will administer these applications on a 5 year cycle. If the application is approved the organization will be exempt for the number of years remaining in the cycle. At the end of the 5 year cycle all organizations must complete an application for the next 5 years. It is the organization's responsibility to notify the City of Kelowna of any changes in property ownership and/or use of the property.

For example:

Application Period	Number of Years Exempt	Application Due Date
2011 – 2015	5 Years	July 15, 2010
2012 – 2015	4 Years	July 15, 2011
2013 – 2015	3 Years	July 15, 2012
2014 – 2015	2 Years	July 15, 2013
2015	1 Year	July 15, 2014

Other Non-Profit Organizations will be required to complete a Comprehensive Non-Profit Application. If the application is approved for the next tax year, the organization will be required to submit a short renewal application every year for the next 4 tax years. The renewal application is confirmation that ownership and use of property has not changed and will be reviewed and approved before a permissive tax exemption is granted.

The Place of Worship, Private Schools and Hospital applications and the Comprehensive Non-Profit applications must have the following information attached before consideration of a 5 year permissive tax exemption:

Copy of last Registered Charity Information Return or Non-Profit Organization Information Return submitted to the CCRA

Copy of most current Audited Financial Statements

Financial Budget (pro-forma Balance Sheet and Income Statement) for the current 12 months

Scale Drawing of Property, that includes buildings, parking lots, landscaping, playgrounds, fields, etc.

Copy of Lease Agreement if applicable

Applications with required supporting information must be submitted prior to July 15th of each year to be considered for the next permissive tax exemption year or cycle.

Additional Information

Council may request a presentation from applying organization.

The City of Kelowna may request additional information.

The City of Kelowna reserves the right to review records and/or property to verify information provided in support of

CITY OF KELOWNA

COUNCIL POLICY NO. 327

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application.

Successful applicants may be asked to publicly acknowledge the exemption.

Council may, at its discretion, reject any or all applicants in any given year.

This policy does not apply to permissive tax exemptions for heritage revitalization, riparian, and other special exemption authority.

Eligibility Criteria

To be eligible for a permissive tax exemption an organization must comply with all of the eligibility criteria outlined below. The application forms and supporting documentation are an integral part of this policy. There is no obligation on the part of Council to grant permissive tax exemptions in any given year.

The applicant(s):

1. qualifies for an exemption under the provisions of the Community Charter, general authority for permissive exemptions. (Part 7, Division 7, Section 224).
2. and/or the property owner is in compliance with municipal policies, plans, bylaws, and regulations (i.e. business licensing, zoning).
3. is a Non-Profit Organization.

Tax exemptions will only be granted to organizations that are a Registered Charity or Non-Profit Organization.

The intent of this requirement is to ensure that municipal support is not used to further activities of an organization or individual that, if not for its not-for-profit status would otherwise be considered business, i.e. an organization that is operating as a Non-Profit; although it charges market value for services available, and would be comparable in operations and perception to public as a For Profit Business.

Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profit businesses and will not be eligible for tax exemption.

4. provides services or programs that are compatible or complementary to those offered by the City of Kelowna. When a service or program is offered by a non-profit group or club, the Community may benefit from a more cost effective provision of services.

Services provided by an organization should fulfill some basic need, or otherwise improve the quality of life for residents of Kelowna.

5. principal use of property meets Council's objectives. The "principal use of the property" refers to the use related directly to the principal purpose of the organization **owning** the property.

Permissive tax exemptions will be based on the principal use of the property, not on the non-profit or charitable services of the organization.

6. will provide benefits and accessibility to the residents for Kelowna. Specifically, members of the public, within the appropriate age range, are able to join a club or organization and participate in its activities for a nominal rate or fee.

Kelowna residents must be the primary beneficiaries of the organization's services. The services provided on the property must be accessible to the public. Council may at its discretion provide partial exemptions.

7. that provide liquor and/or meal services as their primary function and/or source of revenue will not be eligible for permissive tax exemption.

CITY OF KELOWNA

COUNCIL POLICY NO. 327

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8. provides short term housing with length of stay up to a maximum of two years.

This would include: emergency shelters, transitional housing, supportive housing for people with special needs, and group homes.

9. that have a residence in the building or on the property will only be exempt if a caretaking function is performed and the property owner (organization) can provide a copy of an agreement demonstrating:

1. rent is not collected on the residence, and
2. there is a caretaker agreement in place.

Administration

The Revenue Branch in the Financial Services Department will review all applications for completeness and contact the applicant if additional information is necessary.

The Revenue Branch will prepare a summary report of applications and bylaw for presentation to Council the first week of October for approval and adoption prior to October 31st of each year.

A public notice will be placed in the local newspaper of proposed bylaw. The notice will include:

Property subject to bylaw

Description of the proposed exemption

Number of years the exemption will be provided

Estimate of the amount of taxes that would be imposed on the property if it were not exempt for the year of exemption and following 2 years.

Public notice will be in accordance with Section 94 of the Community Charter.

Places of Worship, Private Schools, and Hospitals that have been approved for permissive tax exemption will be exempt for up to 5 years.

All other Non-Profit Organizations that have been approved will be exempt for 1 year. To be considered for future years a renewal application must be submitted prior to July 15th of each year of the next 4 tax years. A comprehensive application must be submitted at least every 5 years.

Late Application

Applications received after the deadline for submission will be held until the next scheduled October presentation to Council that meets the application due date. Applicants may, at that time, request Council to consider a refund of the Municipal portion of taxes paid for the property to be exempted the following year.

REASON FOR POLICY

Provide clarity for permissive property tax exemption applications.

LEGISLATIVE AUTHORITY

Section 224 – *Community Charter*

<u>PROCEDURE FOR IMPLEMENTATION</u>
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Council Resolution

Appendix D, Tax Exemption Bylaw - Schedules Background:

SCHEDULE A

Public Worship:

Place of worship are given a general exemption from taxation for the church building and the land on which the building stands under C.C. Section 220 (1) (h). While this part of the exemption does not require a bylaw, any other buildings (church hall) or lands (parking, etc.) to be exempted are at the discretion of Council through a permissive exemption. The exemption would not include living quarters (manse or other) for the staff.

If a statutory exemption occurs for a building set apart for public worship as well as the land on which the building stands the title to the land

- must be registered in the name of religious organization using the building
- or trustees for the use of that organization
- or religious organization granting a lease of the building and land to be used solely for public worship

A permissive tax exemption may be provided for the land surrounding the exempt building that Council considers necessary. (Section 224 (2) (f) of the Community Charter)

A permissive tax exemption may be provided for land and improvements used or occupied by a religious organization, as a tenant or licensee, for the purpose of public worship. (Section 224 (2) (g)) (The lessee under the lease must be required to pay property taxes directly to the City of Kelowna.)

SCHEDULE B

Private Schools:

Statutory Exemption

A building and the land on which the building stands if owned by an incorporated institution of learning that is regularly giving children instruction accepted as equivalent to that given in a public school, is exempt from taxation (Section 220(1)(l))

A permissive tax exemption may be provided for the land surrounding the exempt building. (Section 224(2)(h))

SCHEDULE C

Hospitals:

Statutory Exemption

A building set apart and used solely as a hospital under the Hospital Act, except a private hospital under that Act, together with the land on which the building stands is exempt from taxation. (Section 220 (1)(j))

- A permissive tax exemption may be provided for the land surrounding the exempt building. (Section 224(2)(h))

- A permissive tax exemption may be provided for land or improvements owned or held by a person or organization and operated as a private hospital licensee under the Hospital Act, or an institution licensed under the Community Care Facility Act. (Section 224(2)(j))

SCHEDULE D

Special Need Housing:

- a. A permissive tax exemption may be provided for land and improvements that are owned or held by a registered charity or non profit, and Council considers are used for a purpose that is directly related to the purposes of the corporation. (Section 224(2)(a)) Special needs housing to members of the community such as:
 - short term emergency or protection housing
 - halfway houses, group homes, or supportive housing for people with special needs

SCHEDULE E

Social Services:

A permissive tax exemption may be provided for land and improvements that are owned or held by a registered charity or non profit, and Council considers are used for a purpose that is directly related to the purposes of the corporation. (Section 224(2)(a)) Social services to members of community such as:

- Food banks, drop in centre for people with special needs, seniors or youth.
- Support services and programs for people with special needs, who are in some way disadvantaged and need assistance in maximizing their quality of life. (i.e. counselling for substance abuse, employment re- entry programs)

SCHEDULE F

Public Park or Recreation Ground, Public Athletic or Recreational

A permissive tax exemption may be provided for land or improvements owned or held by a person or athletic or service club or association and used as a public park or recreational ground or for public athletic or recreational purposes.(Section 224(2)(i))

- Facilities must be available to the public, exclusive membership clubs or associations not eligible for exemption.
- Council may impose covenant restricting use of property or require agreement committing organization to offer the field/facility to certain groups free of charge or at reduced rates.

A permissive exemption may be provided when land and improvements are owned by public authority or local authority, and used by a non-profit organization for the purpose of public park or recreation ground or athletic or recreational purposes, which would have been exempt if land and improvements were owned by that organization. (Section 224(2)(d) (The lessee under the lease must be required to pay the property taxes directly to the City of Kelowna, or have a partnership agreement with the City of Kelowna.)

SCHEDULE G

Cultural Organizations

A permissive exemption may be provided for land and improvements that are owned or held by a non profit that provides cultural education and recreation. (Section 224(2) (a)). The Facility must be available for members of the public.

SCHEDULE H

Other Non- Profit Societies

A permissive tax exemption may be provided for land and improvements that are owned or held by a registered charity or nonprofit society that Council deems beneficial to the community, such as museums, animal shelters, property to preserve wildlife and environmental areas. (Section 225(2)(a).

A permissive tax exemption may be provided for land or improvements, for which a grant has been made, after March 31, 1974, under the Housing Construction (Elderly Citizens) Act before its repeal. (Section 224 (2) (k))

SCHEDULE I

Partnering, Heritage Property and Revitalization

The following property is eligible for a tax exemption under this section:

- (a) eligible partnering property, being property that
 - (i) is owned by a person or public authority providing a municipal service under a partnering agreement, and
 - (ii) the Council considers will be used in relation to the service being provided under the partnering agreement;
- (b) eligible heritage property, being property that is
 - (i) protected heritage property,
 - (ii) subject to a heritage revitalization agreement under section 966 of the *Local Government Act*,
 - (iii) subject to a covenant under section 219 of the *Land Title Act* that relates to the conservation of heritage property, or
 - (iv) if property referred to in subparagraphs (i) to (iii) is a building or other improvement so affixed to the land as to constitute real property, an area of land surrounding that improvement;

SCHEDULE J

Assessment and Taxation Impact

Includes land and improvements associated with the following:

1. Total projected municipal taxation impact for each of Schedule A, B, C, D, E, F, G, H, I by assessment class for the year's 2015, 2016 and 2017.
2. The projected taxation impact for 2015, 2016, 2017 have been calculated by increasing the 2014 actual municipal taxation rate by 3.11%, 4.68%, and 3.92% respectively as this relates to the 2014 five year financial plan approved by Council.

Appendix E, Proposed Bylaw # 11009:

Schedule A - Public Worship

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	1230	Lot 1, Blk 13, Plan 202, DL138	The Union of Slavic Churches of Evangelical Christians c/o Trustees	
2	1350	Lots 2 and 3, Blk 15, Plan 202, DL 138	Trustees of First United Church	
3	1360	Lot 4, Blk 15, Plan 202, DL 138 In Trust - DD 197582F	Trustees of First United Church	Note: Parking Lot
4	1370	Lot 5, Blk 15, Plan 202, DL 138 In Trust - DD 197582F	Trustees of First United Church	Note: Parking Lot
5	6911	Lot 25, Plan 578, DL 138, Except Plan H16278, & Lot A PL	Kelowna Buddhist Society	
6	18380	Lot 2, Plan 1319, DL 138	Bethel United Pentecostal Church (Truth Now Tabernacle)	
7	21300	Lot 19-20, Plan 2085, District Lot 139	Unitarian Fellowship of Kelowna Society	
8	21640	Lot 5, Blk B, Plan 2167, DL 139	Christian Science Society of Kelowna	
9	22500	Lot 6, Plan 2271, DL 139	Kelowna Tabernacle Congregation - Trustees	
10	51070	Lot 1, Plan 11332, DL 137	Governing Council of the Salvation Army in Canada	Note: Parking Lot
11	57010	Lot 1, Plan 15741	Ray Chase, Emsley Hunter, and Cyril Nash (Trustees)	Criteria #5: 3096 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property. (1548 sq ft Taxable: lease/rental to L'Eslale daycare) & (1548 sq ft Taxable: lease/rental to Music School)
12	57510	Lot A, Plan 16013, DL 137	Convention Baptist Churches of BC	Change status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principal purpose of the total property is a Place of Public Worship
13	62110	Lot A, KAP65650	The Trustees of Congregation of Kelowna Bible Chapel	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
14	62120	Lot 2, Plan 17933	The Trustees of Congregation of Kelowna Bible Chapel	Note: Parking Lot
15	68680	Lot 3, Plan 25524	Trustees Congregation - Grace Baptist Church	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market (Thrive out of school club).
16	69380	Lot A, Plan 27070	Roman Catholic Bishop Of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
17	71130	Lot 1, Plan 30180, DL137	Governing Council of the Salvation Army in Canada (Community Church)	
18	71680	Lot 4, Plan 30824	Seventh Day Adventist Church (BC Conference)	
19	74502	Lot A, Plan 33076, DL138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
20	75210	Lot 1, Plan 34637	Trustees of The Congregation of the Christ Evangelical Lutheran Church	
21	76394	Lot C, Plan 40170, DL137	The Congregation of the First Mennonite Church	
22	78266	Lot 1, Plan KAP47242	Ukrainian Catholic Eparchy of New Westminster	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
23	83239	Lot A, Plan KAP91385, DL 14	Synod-Diocese of Kootenay	
24	3255224	Lot 1, Plan KAP56294	Trust Cong St David's Presb Church	
25	3337370	Lot A, Plan 23927	Kelowna Christian Reformed Church	Criteria #5: 2,974 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property. (lease/rental to GRASP)
26	3337769	Lot A, Plan KAP83760	Okanagan Jewish Community Association	Criteria #5: 1,200 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental North Glenmore Daycare)
27	3378102	Lot A, Plan 44041	Glenmore Congregation of Jehovah's Witnesses	
28	3922000	Lot A, Plan 5223	BC Assn of Seventh Day Adventist	
29	4310442	Lot A, Plan 31085	Seventh Day Adventist Church (BC Conference)	
30	4360460	Lot 2, Twp 26, Plan 27837	Roman Catholic Bishop of Nelson	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
31	4423888	Lot PT 26, Plan 187 Except Plan 3067, That PT of L 25 PL 187 S/O PL B130	Synod of the Diocese of Kootenay	
32	4571592	Lot 1, Sec 19, Twp 26, Plan 37842	Kelowna Full Gospel Church Society	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market (Thrive out of school club). Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)
33	4645000	Lot 7, Plan 3727	Church of the Nazarene - Canada Pacific	
34	4660000	Lot 1, Plan 4877	Serbian Orthodox Par-Holy Prophet St Ilija (Parish)	Criteria #9: 680 sq. ft taxable as residences will be excluded from otherwise tax exempt property. [Note: Church Manse/Rectory]
35	4803156	Lot A, Sec 22, Twp 26, Plan 27717	BC Assoc of Seventh Day Adventists	
36	4804250	Lot A, Plan 29696	Gurdwara Guru Amardas Darbar Sikh Society	Criteria #9: 240 sq ft taxable as residences will be excluded from otherwise tax exempt property (Note: church manse/rectory).
37	5475931	Lot Pcl Z, Sec 23, Twp 26, Plan 24426, Except Plan KAP69971, DD J53659	NW Canada Conf Evangelical Church	
38	5476791	Lot B, Plan 41234	BC Conference of Mennonite Brethren Churches	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)
39	5606001	Lot A, Plan KAP76650	Okanagan Sikh Temple & Cultural Society	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
40	5611000	Lot PT 2, Plan 2166	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
41	5752000	Lot A, Plan 4841	Okanagan Chinese Baptist Church	
42	6198870	Lots 78, 79 & 80, Sec 26, Twp 26, Plan 22239	Pentecostal Assemblies of Canada	Change is status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principal purpose of the total property is a Place of Public Worship
43	6198872	Parcel A, Plan 22239	Synod of the Diocese of Kootenay	
44	6199358	Lot H, Sec 26, Twp 26, Plan 26182	Faith Lutheran Church of Kelowna	
45	6339000	Lot 14, Sec 27, Twp 26 Plan 14897	BC Muslim Association	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
46	6370120	Lot A, Plan 19465, DL 143, Sec 27, Twp 26	Trustees of Spring Valley Congregation of Jehovah's Witnesses	
47	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Soc Inc	
48	6372506	Lot A, Plan KAP56177	New Apostolic Church of Canada Inc.	
49	6496742	Lot 1, Sec 29 & 32, Plan KAP64073	The Church of Jesus Christ of Latter-Day Saints	
50	6735000	Lot A, Plan 11520	Trustees Rutland United Church Pastoral Charge of the United Church	Criteria #5: 1278 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental Green Gables Daycare).
51	7212492	Lot 1, Plan 37256	Synod of the Diocese of Kootenay	
52	10407200	Lot A, Plan 20452, DL 128	Christian & Missionary Alliance - Canadian Pacific District	
53	10468000	Lot 2, Plan 9491, DL 129	St. Peter & Paul Ukrainian Greek Orthodox Church of Kelowna	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Orchard Haven Housing Society)
54	10519214	Lot 9, Plan 20128, DL 129	Kelowna Trinity Baptist Church	
55	10519844	Lot A, Plan 37351 (Portion of Lot)	Apostolic Resource Centre Society	Criteria #5: 3520 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (1565 sq ft Commercial class 06: Wood Fire Bakery Restaurant & 1955 sq ft Commercial class 06: Clothing Store).
56	10519902	Lot 1, Plan KAP 45185	Kelowna Trinity Baptist Church	
57	10738200	Lot 1, Plan 27982, DL 131	Canadian Baptists of Western Canada	Criteria #5: 1,200 sq ft Taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Montessori Pre-School). Criteria #9: House on property is taxable as residences will be excluded from otherwise tax exempt property (Note: rental unit).
58	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	Criteria #3: No change in status per Policy 327 as church "Daycare" is operating on avg. at below market.
59	10768002	Lot 2, Plan KAP81588	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
60	10936348	Lot 1, Plan 35917	Kelowna Gospel Fellowship Church	
61	10936653	Lot 1, Plan 41844	Canadian Mission Board of the German Church of God Dominion of Canada	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)
62	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna BC	
63	11025140	Lot 1, Plan 25466, DL 135	Trustees of The Lakeshore Congregation of Jehovah's Witnesses	
64	11025172	Lot 7, Plan 25798, DL 135	Congregation of Bethel Church of Kelowna	Criteria #3: No change in status per Policy 327 as church "Daycare" is operating on avg. at below market. (Village Daycare)
65	11025480	Lot 1, Plan 34984	Trustees of the Congregation of St Paul's United Church	Criteria #5: 1,000 sq ft Taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Montessori Pre-School).
66	11059000	Lot 1, Plan 12441, DL 136 Trustees	Guisachan Fellowship Baptist Church	
67	11097073	Lot 1, Plan KAP52447, DL 136	C3 Church	Property Sold by General Assembly of the Church of God in Western Canada to C3 Church. Principal purpose of the property remains as a Place Of Public Worship. Criteria #5: 610 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Lasting Impressions Pre-School).

Schedule B - Private Schools

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	52700	Lot C, Plan 12546, DL 138	Roman Catholic Bishop of Nelson	Hall
2	74502	Lot A, Plan 33076, DL 138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
3	3458032	Lot 1, KAP86356	Aberdeen Hall Senior School Society	
4	4417000	Lot A, Plan KAP1725	Okanagan Montessori Elementary School Society	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
5	5122000	Lot 2, Plan 3849, Sec 23, Twp 26, Ld 41 exc Plan 16489 (15 ac.)	Seventh-Day Adventist Church - BC Conference	
6	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Society Inc	
7	6372527	Lot A, Plan KAP71175	Vedanta Educational Society Inc	
8	7212595	Lot A, Plan KAP48732	Waldorf School Association of Kelowna	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
9	7212596	Lot B, Plan KAP48732	Waldorf School Association of Kelowna	
10	10589111	Lot 1, Plan KAP59724	Kelowna Society for Christian Education	
11	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	
12	10738378	Lot A, Plan KAP54674, DL 131	The Catholic Independent Schools of Nelson Diocese	
13	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna	
14	12184557	Lot 2, Plan 69898, DL 41	Waldorf School Association of Kelowna/City of Kelowna	Criteria #3: Per Policy 327, "Daycare" is operating on avg. at below market.

Schedule C - Hospitals

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	55260	Lot A, Plan EPP11464	Interior Health Authority	
2	73571	Lot 15, Plan 32159, DL 137	Interior Health Authority	
3	79392	Lot A, Plan KAP60581, DL 14	Canadian Cancer Society	
4	82282	Lot A, Plan EPP18664	Interior Health Authority	
5	4529001	Lot A, Plan KAP84779, DL 136	Interior Health Authority	

Schedule D - Special Needs Housing

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	4340	Lot 15, Plan 462, DL 139	Kelowna Gospel Mission Society	
2	7270	Lot 4, Plan 635, DL 14	Bridge Youth & Family Services Society	
3	23390	Lot 10, Plan 2498, DL 137	Bridges to New Life Society	
4	33110	Lot 2, Plan 3929	New Opportunities for Women (NOW) Canada Society	
5	43090	Lot 1, Plan 7765	Howard-Fry Housing Society	
6	46240	Lot 20, Plan 9138	Kelowna Gospel Mission Society	
7	46250	Lot 21, Plan 9138	Kelowna Gospel Mission Society	
8	48500	Lot 8, Plan 10011	Okanagan Halfway House Society Inc	
9	48750	Lot 33, Plan 10011, D.L. 137	Resurrection Recovery Resource Society Inc.	
10	48770	Lot 35, Plan 10011	Okanagan Halfway House Society	
11	50050	Lot 22, Plan KAP10689	Resurrection Recovery Resource Society	Transitional housing for recovering addicts. Fully exempt per policy 327 as max. stay <2yrs
12	50060	Lot 23, Plan 10689	Resurrection Recovery Resource Society	
13	50070	Plan 10689, Lot 24	Resurrection Recovery Resource Society	
14	50080	Lot 25, Plan 10689	Resurrection Recovery Resource Society	
15	50650	Lot A, PL 11018	Society of St. Vincent De Paul of Central Okanagan	
16	55030	Lot 4, Plan 14741	Central Okanagan Emergency Shelter Society	
17	55040	Lot 5, Plan 14741	Central Okanagan Emergency Shelter Society	
18	55150	Lot A, Plan 14836	Okanagan Halfway House Society	
19	71805	Lot 1, Plan 31153	Adult Integrated Mental Health Services Society	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
20	80873	Plan KAS2634, Lot 1	Okanagan Mental Health Services Society	
21	5476630	Plan KAP33003, Lot A	The Bridge Youth & Family Services Society	Working together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
22	6370241	Plan KAP22268, Lot D	The Bridge Youth & Family Services Society	Working together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
23	10519958	Lot 4, Plan KAS1717	Kelowna Child Care Society	
24	11097075	PCL A, Plan KAP52447, DL 136	National Society of Hope /Provincial Rental Housing Corp	

Schedule E - Social Services

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	4330	Lot 14, Plan 462 Block 5	Kelowna Gospel Mission Society	
2	4580	Lots 3 and 4, Blk 8, DL 139, Plan 462	Ki-Low-Na Friendship Society	
3	4830	Lot E 1/2 L 15 Plan 462, Blk 10	Kelowna Community Resources & Crisis Centre Society	
4	9900	Plan 830, Lot 2, DL 14, Blk 21 exc Parcel 2A, B1750	Canadian Mental Health Association	
5	10470	Lot 11, Plan 922	Kelowna & District S.H.A.R.E. Society	
6	16620	Lot 8, Plan 1303 & Lot 1, DL 139 PL13585 & Lot 1 DL139 PL 3585	Kelowna Community Food Bank Society	
7	26190	Lot 138, Plan 3163	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
8	45862	Lot A, Plan 9012	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status Per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
9	57060	Plan 15778, Lot B	Ki-Low-Na Friendship Society	
10	59530	Lot A, Plan 16898	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
11	66250	Lot 1, Plan 22678	Kelowna(#26) Royal Canadian Legion	Criteria #7: 32% land and improvements not exempt - Main Dining area 870 sq ft, Cooler area 92 sq ft - Total 1,786 of 5,522 sq ft
12	76262	Lot 1, Blk 6, Sec 20, Twp 26, ODYD, Plan 39580	Central Okanagan Child Development Association	
13	82144	Lot A Plan KAP86241	Pathways Abilities Society / City of Kelowna	
14	4918002	Lot A Plan KAP90062	Governing Council of the Salvation Army in Canada	
15	5477053	Lot 5 Plan KAS2126	MADAY Society for Seniors	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
16	6198704	Lot 1, Plan KAP91112	Boys & Girls Clubs/City of Kelowna	Criteria #3:No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
17	6370273	Lot 19, Plan 23749	Ki-Low-Na Friendship Society	
18	6371030	Lot 2, Plan KAP30323	Pathways Abilities Society	New Applicant. Non-profit organization that provides people with disabilities the support to participate and contribute to society by participating in volunteer work, paid employment, recreation and leisure services
19	6774486	Lot 2 Plan: KAS2048	Big Brothers Big Sisters of the Okanagan Society	
20	6774491	Lot:7 Plan KAS2048	Big Brothers Big Sisters of the Okanagan Society	
21	10508002	Lot 2, Plan 15777	Kalano Club of Kelowna	
22	10519925	Lot A, Plan KAP54261	Reach Out Youth Counselling & Services Society	
23	10522014	Lot 10 Plan KAS3728	Kelowna Elks Lodge No 52	
24	10707000	Lot 1, Plan 15596, Except Plan KAP73753	BHF Building Healthy Families Society	

Schedule F - Public Park or Recreation Ground, Public Athletic or Recreational

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	571	Part DL 14 (.727 Acres) Lot A, Plan 5352	Kelowna Lawn Bowling Club /City of Kelowna	
2	37220	Lot 4, Plan 4921	Kelowna Badminton Club/City of Kelowna	
3	73507	Lot 2, Plan 32159	City of Kelowna/Kelowna Cricket Club	
4	80966	Lot B, Plan KAP76448	Kelowna Major Men's Fastball Association / City of Kelowna	No Change in Status as liquor license held by CofK not organization.
5	80967	Lot A, Plan KAP76448	Kelowna Curling Club / City of Kelowna	Criteria # 7: 2,000 sq ft taxable as areas primary use is liquor/food services.
6	83521	Lot 1, Plan EPP29214	Kelowna Yacht Club	New Applicant. Non-profit organization that provides sailing lessons and activities that is accessible to all the residents of Kelowna including specific programs for those with special needs. These programs are offered at below market rates. Criteria # 6: Approx 21,168 sq ft (88%) taxable as the principal use of this portion of the property is not directly related to principal purpose of organization owning the property (rental/lease/restaurant)
7	4009000	Plan 2020, Parcel A , PCL A (KG34204)	Kelowna & District Fish & Game Club	Exempting non-commercial and non-residential class only
8	4078511	Lot 2, KAP80134	City of Kelowna	H2O Centre to be exempted except for space occupied by current tenant "Jugo Juice" which is taxed under it's own tax roll # 4078513
9	4078511	Lot 2, KAP80134	Kelowna United Football Club/City of Kelowna	Non-Profit organization providing an environment for the purpose of high level training, games and leagues for local youth soccer players.
10	4453000	Lot 1 & 2, Plan 3067	East Kelowna Community Hall Association	Criteria#9: Caretaker Agreement in place
11	4525505	Lot 1, KAP61083	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
12	6198705	Lot 1, Plan KAP91112	Okanagan Gymnastic Centre / City of Kelowna	
13	6224735	Lot B, Plan KAP53836	Rutland Park Society	Criteria #5: 1,200 sq ft taxable as primary use of property not the principal purpose of the organization owning the property (Lease/Rental: Little Bloomers Daycare).
14	6935000	Part S 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
15	6936000	Part N 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
16	6961000	Lot Fr E 1/2 Sec 17, Twp 28 exc Plan B4553	Nature Trust of BC	Land Conservation (Parkland)
17	6962004	Fr NE 1/4 Sec 17, Twp 28 SDYD, shown Amended Plan B4553, exc Plan 26911	Crown Provincial/ Nature Trust of BC	Land Conservation (Parkland)
18	6962006	Lot A, Sec 17, Twp 28, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
19	6962008	Lot B, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
20	6974000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	
21	6976000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	Criteria #9: Caretaker Agreement in place
22	9461001	Lot B, DL 14, LD 41, KAP 10727	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and education in skills.
23	9472588	Lot 2, DL 14, LD 41, KAP53240	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	New Application - Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and education in skills. The future use of this property will work in conjunction with the property adjacent to this one that already occupied by this same organization and has an approved permissive tax exemption.
24	10776000	Plan 9359, Lot 2	Kelowna Riding Club	Criteria #9: Caretaker Agreement in place
25	11029007	That part of Plan 37018, DL 136, shown as park	Central Okanagan Heritage Society/City of Kelowna	Criterion #9: 566 Sq ft taxable as residences will be excluded from otherwise tax exempt property. (Rental Unit)
26	11151000	Lot 1, Plan 11796	Kelowna Minor Fastball Society/City of Kelowna	
27	11501989	Lot 1, Plan 35229	Central Okanagan Small Boat Association / City of Kelowna	Criteria #9: Caretaker Agreement in place
28	12184556	Lot 1, Plan KAP69898	Okanagan Mission Community Hall Association	

Schedule G - Cultural

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	950	Lot 1, Block 12, Plan 202	Centre Cultural François De L' Okanagan	
2	1830	Lot 49, Plan 262, Blk 15	Kelowna Canadian Italian Club	
3	38641	Lot A, Plan 5438	Okanagan Military Museum Society / City of Kelowna	
4	38644	Plan 5438, D.L. 139	Kelowna Centennial Museum Association / City of Kelowna	
5	75959	Lot 2, Plan 37880	Kelowna Music Society	Criteria #4: Majority of Program areas are not directly competing
6	77062	Lot 1, Plan 42511	City of Kelowna/Kelowna Museums Society	Change in Status. Criterion # 3: 1,300 sq ft 40% exempt (5 year phase out program) as area's primary purpose are commercial liquor sales. Per Policy 327: "Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profit businesses and will not be eligible for tax exemption." Note: The portion of the Wine Museum which is a VQA Wines store would be taxable - Approx. 60% of the Wine Museum area (1,300 sq. ft.).
7	79055	Lot 3, Plan KAP 57837, DL 139	Okanagan Regional Library / City of Kelowna Library Society	
8	79932	Lot A, Plan KAP67454	Kelowna Art Gallery/City of Kelowna	Per Policy 327-No 3rd Party lease agreement in place

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
9	80250	Lot A, KAP67454	Kelowna Visual & Performing Arts Centre Society / City of Kelowna	<p>The following areas will be Exempt areas - (80250)</p> <p>Centre Society area 37,034</p> <p>Theatre Kelowna 892 sq ft</p> <p>Okanagan Artists Alternative Association (2 areas) 2,058 sq ft</p> <p>Ponderosa Spinners and Weavers area 409 sq ft</p> <p>Music Room 520 sq. ft.</p> <p>Potters Addict 1589 sq ft</p> <p>Cool Arts Society 429 sq ft</p> <p>Non-exempt areas - total 4,363 ft.</p> <p>80251 KVPACS Bistro 1,236 sq ft</p> <p>80252 Mission Dance Studio 1,185 sq ft</p> <p>80255 Angie Bonten, Trina Ganson, Sara Parsons studio 350 sq ft</p> <p>80256 Mal Gagnon studio area 428 sq ft</p> <p>80257 Aunaray Clusiau studio area 370 sq ft</p> <p>80258 Blind Eye Photography 444 sq. ft.</p> <p>80260 Brandy Marsh 350 sq ft</p>
10	83355	Lot 1, KAP92254	Okanagan Symphony Society/City of Kelowna	
11	7212624	Lot 10, KAP72245	Westbank First Nation	
12	10349220	Lot B, Plan 28112	German - Canadian Harmonie Club	Criteria #7: 4,413 sq ft taxable as areas primary purpose is liquor and or meal services
13	10768001	Lot A, Plan 6710	Roman Catholic Bishop of Nelson Pandosy Mission	

Schedule H - Other Non-Profit Societies

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	16670	Lot 16, Plan 1303	Kelowna Yoga House Society	Criteria #4: No Change in Status. Per Policy 327: house on property used by society & similar programs offered at Sport & Rec.
2	23360	Lot 7, Plan 2498	Columbus Holding Society	
3	28740	Lot 8, Plan 3398	Kelowna Centre for Positive Living Society	
4	70030	Lot A, Plan 28311	Columbus Holding Society	Criteria #5: Upper floor & main floor fully taxable as primary use of property not the principal purpose of the organization owning the property (lease/rental upper floor - Inn From the Cold, main floor Lease/Rental Taxable-Right to Life, basement 100% Exempt: Knights of Columbus
5	77364	Lot A, Plan 43658	Kelowna Sr. Citizens Society of BC	Criteria #9: Caretaker agreement in place.
6	5763001	Lot A, Plan KAP82536	Kelowna General Hospital Foundation	
7	6198706	Lot 1, Plan KAP91112, Safety Village Lease only (.739 ac.) (Parent 06198.702)	Kelowna & District Safety Council Society / City of Kelowna	
8	6199682	Lot 2, Plan 39917	Father DeLestre Columbus (2009) Society	
9	6371365 - 6371403	Lot 1-39, Plan KAS384	The Society of Housing Opportunities and Progressive Employment	Partial Exemption based on difference - one parcel vs. individual strata units
10	10759011	Lot 11, Plan 515, Blk 1	BC Society for Prevention of Cruelty to Animals	
11	12188047	Lot B Plan 40681	Cowen, Sandra K & Heather I Henderson (Trustees: Arion Therapeutic Riding Association)	

Schedule I - Partnering, Heritage or Other Special Exemption Authority

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	10388000	Lots 15 and 16, Blk. 7, Plan 415B	Central Okanagan Heritage Society	Criteria #9: Caretaker agreement in place.

Schedule J - Estimated Municipal Property Tax Impact For the Years 2015 - 2017

Schedule	Property Classification	2015	2016	2017
A - Places of Worship				
	Class 01 - Residential	178	186	193
	Class 06 - Business	10,810	11,317	11,760
	Class 08 - Recreation/Non-Profit	270,681	283,351	294,457
	Total Municipal Taxes	\$281,669	\$294,854	\$306,410
B - Private Schools				
	Class 01 - Residential	1,270	1,329	1,381
	Class 06 - Business	134,380	140,670	146,183
	Class 08 - Recreation/Non-Profit	14,151	14,812	15,392
	Total Municipal Taxes	\$149,801	\$156,811	\$162,956
C - Hospitals				
	Class 01 - Residential	30,539	31,968	33,221
	Class 06 - Business	85,009	88,988	92,476
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$115,548	\$120,956	\$125,697
D - Special Needs Housing				
	Class 01 - Residential	47,508	49,731	51,680
	Class 06 - Business	5,694	5,960	6,194
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$53,202	\$55,691	\$57,874
E - Social Services				
	Class 01 - Residential	9,808	10,267	10,669
	Class 06 - Business	168,263	176,138	183,044
	Class 08 - Recreation/Non-Profit	2,260	2,366	2,459
	Total Municipal Taxes	\$180,331	\$188,771	\$196,172
F - Public Park or Recreation Ground, Public Athletic or Recreational				
	Class 01 - Residential	71,221	74,555	77,479
	Class 06 - Business	64,123	67,124	69,756
	Class 08 - Recreation/Non-Profit	306,530	320,876	333,455
	Total Municipal Taxes	\$441,874	\$462,555	\$480,690
G - Cultural				
	Class 01 - Residential	8	8	8
	Class 06 - Business	254,292	266,191	276,626
	Class 08 - Recreation/Non-Profit	9,057	9,481	9,853
	Total Municipal Taxes	\$263,357	\$275,680	\$286,487

Schedule²	Property Classification	2015	2016	2017
H - Other				
	Class 01 - Residential	7,570	7,924	8,235
	Class 06 - Business	30,699	32,135	33,394
	Class 08 - Recreation/Non-Profit	4,067	4,258	4,425
	Total Municipal Taxes	\$42,336	\$44,317	\$46,054
I - Partnering, Heritage or Other Special Exemption Authority				
	Class 01 - Residential	101	106	110
	Class 06 - Business	5,626	5,889	6,120
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$5,727	\$5,995	\$6,230
Total Impact				
	Class 01 - Residential	168,203	176,074	182,976
	Class 06 - Business	758,896	794,412	825,553
	Class 08 - Recreation/Non-Profit	606,746	635,144	660,041
	Total Municipal Taxes	\$1,533,845	\$1,605,630	\$1,668,570

² Schedules A, B & C include the land assessed values of the buildings footprint which is a general exemption.

CITY OF KELOWNA

BYLAW NO. 11009

2015 Permissive Tax Exemption Bylaw

A bylaw pursuant to Sections 220, 224 and 225 of the Community Charter, to exempt from taxation certain lands and improvements situated in the City of Kelowna

The Municipal Council of the City of Kelowna, in open meeting assembled, enacts as follows:

1. Those certain parcels or tracts of land and improvements, situated, lying and being in the City of Kelowna, as described in Schedules "A" to "J" attached hereto and forming part of this bylaw, shall be exempt from taxation.
2. This bylaw shall come into full force and effect and is binding on all persons during the 2014 taxation year.
3. This bylaw may be cited as "2015 Tax Exemption Bylaw No. 11009".

Read a first, second and third time by the Municipal Council this

Adopted by 2/3 of the Municipal Council of the City of Kelowna this

Mayor

City Clerk

Schedule A - Public Worship

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	1230	Lot 1, Blk 13, Plan 202, DL138	The Union of Slavic Churches of Evangelical Christians c/o Trustees	
2	1350	Lots 2 and 3, Blk 15, Plan 202, DL 138	Trustees of First United Church	
3	1360	Lot 4, Blk 15, Plan 202, DL 138 In Trust - DD 197582F	Trustees of First United Church	Note: Parking Lot
4	1370	Lot 5, Blk 15, Plan 202, DL 138 In Trust - DD 197582F	Trustees of First United Church	Note: Parking Lot
5	6911	Lot 25, Plan 578, DL 138, Except Plan H16278, & Lot A PL	Kelowna Buddhist Society	
6	18380	Lot 2, Plan 1319, DL 138	Bethel United Pentecostal Church (Truth Now Tabernacle)	
7	21300	Lot 19-20, Plan 2085, District Lot 139	Unitarian Fellowship of Kelowna Society	
8	21640	Lot 5, Blk B, Plan 2167, DL 139	Christian Science Society of Kelowna	
9	22500	Lot 6, Plan 2271, DL 139	Kelowna Tabernacle Congregation - Trustees	
10	51070	Lot 1, Plan 11332, DL 137	Governing Council of the Salvation Army in Canada	Note: Parking Lot
11	57010	Lot 1, Plan 15741	Ray Chase, Emsley Hunter, and Cyril Nash (Trustees)	Criteria #5: 3096 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property. (1548 sq ft Taxable: lease/rental to L'Eslale daycare) & (1548 sq ft Taxable: lease/rental to Music School)
12	57510	Lot A, Plan 16013, DL 137	Convention Baptist Churches of BC	Change status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principal purpose of the total property is a Place of Public Worship
13	62110	Lot A, KAP65650	The Trustees of Congregation of Kelowna Bible Chapel	
14	62120	Lot 2, Plan 17933	The Trustees of Congregation of Kelowna Bible Chapel	Note: Parking Lot

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
15	68680	Lot 3, Plan 25524	Trustees Congregation - Grace Baptist Church	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market (Thrive out of school club).
16	69380	Lot A, Plan 27070	Roman Catholic Bishop Of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
17	71130	Lot 1, Plan 30180, DL137	Governing Council of the Salvation Army in Canada (Community Church)	
18	71680	Lot 4, Plan 30824	Seventh Day Adventist Church (BC Conference)	
19	74502	Lot A, Plan 33076, DL138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
20	75210	Lot 1, Plan 34637	Trustees of The Congregation of the Christ Evangelical Lutheran Church	
21	76394	Lot C, Plan 40170, DL137	The Congregation of the First Mennonite Church	
22	78266	Lot 1, Plan KAP47242	Ukrainian Catholic Eparchy of New Westminster	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
23	83239	Lot A, Plan KAP91385, DL 14	Synod-Diocese of Kootenay	
24	3255224	Lot 1, Plan KAP56294	Trust Cong St David's Presb Church	
25	3337370	Lot A, Plan 23927	Kelowna Christian Reformed Church	Criteria #5: 2,974 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property. (lease/rental to GRASP)
26	3337769	Lot A, Plan KAP83760	Okanagan Jewish Community Association	Criteria #5: 1,200 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental North Glenmore Daycare)
27	3378102	Lot A, Plan 44041	Glenmore Congregation of Jehovah's Witnesses	
28	3922000	Lot A, Plan 5223	BC Assn of Seventh Day Adventist	
29	4310442	Lot A, Plan 31085	Seventh Day Adventist Church (BC Conference)	
30	4360460	Lot 2, Twp 26, Plan 27837	Roman Catholic Bishop of Nelson	
31	4423888	Lot PT 26, Plan 187 Except Plan 3067, That PT of L 25 PL 187 S/O PL B130	Synod of the Diocese of Kootenay	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
32	4571592	Lot 1, Sec 19, Twp 26, Plan 37842	Kelowna Full Gospel Church Society	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market (Thrive out of school club). Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)
33	4645000	Lot 7, Plan 3727	Church of the Nazarene - Canada Pacific	
34	4660000	Lot 1, Plan 4877	Serbian Orthodox Par-Holy Prophet St Ilija (Parish)	Criteria #9: 680 sq. ft taxable as residences will be excluded from otherwise tax exempt property. [Note: Church Manse/Rectory]
35	4803156	Lot A, Sec 22, Twp 26, Plan 27717	BC Assoc of Seventh Day Adventists	
36	4804250	Lot A, Plan 29696	Gurdwara Guru Amardas Darbar Sikh Society	Criteria #9: 240 sq ft taxable as residences will be excluded from otherwise tax exempt property (Note: church manse/rectory).
37	5475931	Lot Pcl Z, Sec 23, Twp 26, Plan 24426, Except Plan KAP69971, DD J53659	NW Canada Conf Evangelical Church	
38	5476791	Lot B, Plan 41234	BC Conference of Mennonite Brethren Churches	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)
39	5606001	Lot A, Plan KAP76650	Okanagan Sikh Temple & Cultural Society	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
40	5611000	Lot PT 2, Plan 2166	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
41	5752000	Lot A, Plan 4841	Okanagan Chinese Baptist Church	
42	6198870	Lots 78, 79 & 80, Sec 26, Twp 26, Plan 22239	Pentecostal Assemblies of Canada	Change is status to fully exempt. Organization no longer operates a Daycare at this location. Property is now fully exempt as the principal purpose of the total property is a Place of Public Worship
43	6198872	Parcel A, Plan 22239	Synod of the Diocese of Kootenay	
44	6199358	Lot H, Sec 26, Twp 26, Plan 26182	Faith Lutheran Church of Kelowna	
45	6339000	Lot 14, Sec 27, Twp 26 Plan 14897	BC Muslim Association	
46	6370120	Lot A, Plan 19465, DL 143, Sec 27, Twp 26	Trustees of Spring Valley Congregation of Jehovah's Witnesses	
47	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Soc Inc	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
48	6372506	Lot A, Plan KAP56177	New Apostolic Church of Canada Inc.	
49	6496742	Lot 1, Sec 29 & 32, Plan KAP64073	The Church of Jesus Christ of Latter-Day Saints	
50	6735000	Lot A, Plan 11520	Trustees Rutland United Church Pastoral Charge of the United Church	Criteria #5: 1278 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental Green Gables Daycare).
51	7212492	Lot 1, Plan 37256	Synod of the Diocese of Kootenay	
52	10407200	Lot A, Plan 20452, DL 128	Christian & Missionary Alliance - Canadian Pacific District	
53	10468000	Lot 2, Plan 9491, DL 129	St. Peter & Paul Ukrainian Greek Orthodox Church of Kelowna	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Orchard Haven Housing Society)
54	10519214	Lot 9, Plan 20128, DL 129	Kelowna Trinity Baptist Church	
55	10519844	Lot A, Plan 37351 (Portion of Lot)	Apostolic Resource Centre Society	Criteria #5: 3520 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (1565 sq ft Commercial class 06: Wood Fire Bakery Restaurant & 1955 sq ft Commercial class 06: Clothing Store).
56	10519902	Lot 1, Plan KAP 45185	Kelowna Trinity Baptist Church	
57	10738200	Lot 1, Plan 27982, DL 131	Canadian Baptists of Western Canada	Criteria #5: 1,200 sq ft Taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Montessori Pre-School). Criteria #9: House on property is taxable as residences will be excluded from otherwise tax exempt property (Note: rental unit).
58	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	Criteria #3: No change in status per Policy 327 as church "Daycare" is operating on avg. at below market.
59	10768002	Lot 2, Plan KAP81588	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
60	10936348	Lot 1, Plan 35917	Kelowna Gospel Fellowship Church	
61	10936653	Lot 1, Plan 41844	Canadian Mission Board of the German Church of God Dominion of Canada	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Housing Society)

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
62	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna BC	
63	11025140	Lot 1, Plan 25466, DL 135	Trustees of The Lakeshore Congregation of Jehovah's Witnesses	
64	11025172	Lot 7, Plan 25798, DL 135	Congregation of Bethel Church of Kelowna	Criteria #3: No change in status per Policy 327 as church "Daycare" is operating on avg. at below market. (Village Daycare)
65	11025480	Lot 1, Plan 34984	Trustees of the Congregation of St Paul's United Church	Criteria #5: 1,000 sq ft Taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Montessori Pre-School).
66	11059000	Lot 1, Plan 12441, DL 136 Trustees	Guisachan Fellowship Baptist Church	
67	11097073	Lot 1, Plan KAP52447, DL 136	C3 Church	Property Sold by General Assembly of the Church of God in Western Canada to C3 Church. Principal purpose of the property remains as a Place Of Public Worship. Criteria #5: 610 sq ft taxable as principal use of property not directly related to principal purpose of organization owning the property (lease/rental to Lasting Impressions Pre-School).

Schedule B - Private Schools

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	52700	Lot C, Plan 12546, DL 138	Roman Catholic Bishop of Nelson	Hall
2	74502	Lot A, Plan 33076, DL 138	Roman Catholic Bishop of Nelson	Criteria #9: Residences will be excluded from otherwise tax exempt property (Note: Church Manse/Rectory)
3	3458032	Lot 1, KAP86356	Aberdeen Hall Senior School Society	
4	4417000	Lot A, Plan KAP1725	Okanagan Montessori Elementary School Society	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
5	5122000	Lot 2, Plan 3849, Sec 23, Twp 26, Ld 41 exc Plan 16489 (15 ac.)	Seventh-Day Adventist Church - BC Conference	
6	6372497	Lot 1, Plan KAP55460	Kelowna Christian Centre Society Inc	
7	6372527	Lot A, Plan KAP71175	Vedanta Educational Society Inc	
8	7212595	Lot A, Plan KAP48732	Waldorf School Association of Kelowna	Criteria #3: No change in status per Policy 327 as "Daycare" is operating on avg. at below market.
9	7212596	Lot B, Plan KAP48732	Waldorf School Association of Kelowna	
10	10589111	Lot 1, Plan KAP59724	Kelowna Society for Christian Education	
11	10738366	Lot 2, Plan KAP44292, DL 131	Evangel Tabernacle of Kelowna	
12	10738378	Lot A, Plan KAP54674, DL 131	The Catholic Independent Schools of Nelson Diocese	
13	10937443	Lot A, Plan KAP76720	First Lutheran Church of Kelowna	
14	12184557	Lot 2, Plan 69898, DL 41	Waldorf School Association of Kelowna/City of Kelowna	Criteria #3: Per Policy 327, "Daycare" is operating on avg. at below market.

Schedule C - Hospitals

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	55260	Lot A, Plan EPP11464	Interior Health Authority	
2	73571	Lot 15, Plan 32159, DL 137	Interior Health Authority	
3	79392	Lot A, Plan KAP60581, DL 14	Canadian Cancer Society	
4	82282	Lot A, Plan EPP18664	Interior Health Authority	
5	4529001	Lot A, Plan KAP84779, DL 136	Interior Health Authority	

Schedule D - Special Needs Housing

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	4340	Lot 15, Plan 462, DL 139	Kelowna Gospel Mission Society	
2	7270	Lot 4, Plan 635, DL 14	Bridge Youth & Family Services Society	
3	23390	Lot 10, Plan 2498, DL 137	Bridges to New Life Society	
4	33110	Lot 2, Plan 3929	New Opportunities for Women (NOW) Canada Society	
5	43090	Lot 1, Plan 7765	Howard-Fry Housing Society	
6	46240	Lot 20, Plan 9138	Kelowna Gospel Mission Society	
7	46250	Lot 21, Plan 9138	Kelowna Gospel Mission Society	
8	48500	Lot 8, Plan 10011	Okanagan Halfway House Society Inc	
9	48750	Lot 33, Plan 10011, D.L. 137	Resurrection Recovery Resource Society Inc.	
10	48770	Lot 35, Plan 10011	Okanagan Halfway House Society	
11	50050	Lot 22, Plan KAP10689	Resurrection Recovery Resource Society	Transitional housing for recovering addicts. Fully exempt per policy 327 as max. stay <2yrs
12	50060	Lot 23, Plan 10689	Resurrection Recovery Resource Society	
13	50070	Plan 10689, Lot 24	Resurrection Recovery Resource Society	
14	50080	Lot 25, Plan 10689	Resurrection Recovery Resource Society	
15	50650	Lot A, PL 11018	Society of St. Vincent De Paul of Central Okanagan	
16	55030	Lot 4, Plan 14741	Central Okanagan Emergency Shelter Society	
17	55040	Lot 5, Plan 14741	Central Okanagan Emergency Shelter Society	
18	55150	Lot A, Plan 14836	Okanagan Halfway House Society	
19	71805	Lot 1, Plan 31153	Adult Integrated Mental Health Services Society	
20	80873	Plan KAS2634, Lot 1	Okanagan Mental Health Services Society	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
21	5476630	Plan KAP33003, Lot A	The Bridge Youth & Family Services Society	Working together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
22	6370241	Plan KAP22268, Lot D	The Bridge Youth & Family Services Society	Working together with children, youth, families and individuals to build healthy and positive lives through counseling, education and support. Fully exempt per policy 327 as max. stay <2yrs
23	10519958	Lot 4, Plan KAS1717	Kelowna Child Care Society	
24	11097075	PCL A, Plan KAP52447, DL 136	National Society of Hope /Provincial Rental Housing Corp	

Schedule E - Social Services

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	4330	Lot 14, Plan 462 Block 5	Kelowna Gospel Mission Society	
2	4580	Lots 3 and 4, Blk 8, DL 139, Plan 462	Ki-Low-Na Friendship Society	
3	4830	Lot E 1/2 L 15 Plan 462, Blk 10	Kelowna Community Resources & Crisis Centre Society	
4	9900	Plan 830, Lot 2, DL 14, Blk 21 exc Parcel 2A, B1750	Canadian Mental Health Association	
5	10470	Lot 11, Plan 922	Kelowna & District S.H.A.R.E. Society	
6	16620	Lot 8, Plan 1303 & Lot 1, DL 139 PL13585 & Lot 1 DL139 PL 3585	Kelowna Community Food Bank Society	
7	26190	Lot 138, Plan 3163	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
8	45862	Lot A, Plan 9012	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status Per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
9	57060	Plan 15778, Lot B	Ki-Low-Na Friendship Society	
10	59530	Lot A, Plan 16898	Okanagan Boys & Girls Clubs/City of Kelowna	Criteria #3: No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
11	66250	Lot 1, Plan 22678	Kelowna(#26) Royal Canadian Legion	Criteria #7: 32% land and improvements not exempt - Main Dining area 870 sq ft, Cooler area 92 sq ft - Total 1,786 of 5,522 sq ft
12	76262	Lot 1, Blk 6, Sec 20, Twp 26, ODYD, Plan 39580	Central Okanagan Child Development Association	
13	82144	Lot A Plan KAP86241	Pathways Abilities Society / City of Kelowna	
14	4918002	Lot A Plan KAP90062	Governing Council of the Salvation Army in Canada	
15	5477053	Lot 5 Plan KAS2126	MADAY Society for Seniors	

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
16	6198704	Lot 1, Plan KAP91112	Boys & Girls Clubs/City of Kelowna	Criteria #3:No change in status per Policy 327 "Daycare/Afterschool Care" is operating on avg. at below market.
17	6370273	Lot 19, Plan 23749	Ki-Low-Na Friendship Society	
18	6371030	Lot 2, Plan KAP30323	Pathways Abilities Society	New Applicant. Non-profit organization that provides people with disabilities the support to participate and contribute to society by participating in volunteer work, paid employment, recreation and leisure services
19	6774486	Lot 2 Plan: KAS2048	Big Brothers Big Sisters of the Okanagan Society	
20	6774491	Lot:7 Plan KAS2048	Big Brothers Big Sisters of the Okanagan Society	
21	10508002	Lot 2, Plan 15777	Kalano Club of Kelowna	
22	10519925	Lot A, Plan KAP54261	Reach Out Youth Counselling & Services Society	
23	10522014	Lot 10 Plan KAS3728	Kelowna Elks Lodge No 52	
24	10707000	Lot 1, Plan 15596, Except Plan KAP73753	BHF Building Healthy Families Society	

Schedule F - Public Park or Recreation Ground, Public Athletic or Recreational

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	571	Part DL 14 (.727 Acres) Lot A, Plan 5352	Kelowna Lawn Bowling Club /City of Kelowna	
2	37220	Lot 4, Plan 4921	Kelowna Badminton Club/City of Kelowna	
3	73507	Lot 2, Plan 32159	City of Kelowna/Kelowna Cricket Club	
4	80966	Lot B, Plan KAP76448	Kelowna Major Men's Fastball Association / City of Kelowna	No Change in Status as liquor license held by CofK not organization.
5	80967	Lot A, Plan KAP76448	Kelowna Curling Club / City of Kelowna	Criteria # 7: 2,000 sq ft taxable as areas primary use is liquor/food services.
6	83521	Lot 1, Plan EPP29214	Kelowna Yacht Club	New Applicant. Non-profit organization that provides sailing lessons and activities that is accessible to all the residents of Kelowna including specific programs for those with special needs. These programs are offered at below market rates. Criteria # 6: Approx 21,168 sq ft (88%) taxable as the principal use of this portion of the property is not directly related to principal purpose of organization owning the property (rental/lease/restaurant)
7	4009000	Plan 2020, Parcel A , PCL A (KG34204)	Kelowna & District Fish & Game Club	Exempting non-commercial and non-residential class only
8	4078511	Lot 2, KAP80134	City of Kelowna	H2O Centre to be exempted except for space occupied by current tenant "Jugo Juice" which is taxed under it's own tax roll # 4078513
9	4078511	Lot 2, KAP80134	Kelowna United Football Club/City of Kelowna	Non-Profit organization providing an environment for the purpose of high level training, games and leagues for local youth soccer players.
10	4453000	Lot 1 & 2, Plan 3067	East Kelowna Community Hall Association	Criteria#9: Caretaker Agreement in place
11	4525505	Lot 1, KAP61083	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
12	6198705	Lot 1, Plan KAP91112	Okanagan Gymnastic Centre / City of Kelowna	
13	6224735	Lot B, Plan KAP53836	Rutland Park Society	Criteria #5: 1,200 sq ft taxable as primary use of property not the principal purpose of the organization owning the property (Lease/Rental: Little Bloomers Daycare).
14	6935000	Part S 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
15	6936000	Part N 1/2 of SW 1/4	Central Okanagan Land Trust / Central Okanagan (Regional District)	Land Conservation (Parkland)
16	6961000	Lot Fr E 1/2 Sec 17, Twp 28 exc Plan B4553	Nature Trust of BC	Land Conservation (Parkland)
17	6962004	Fr NE 1/4 Sec 17, Twp 28 SDYD, shown Amended Plan B4553, exc Plan 26911	Crown Provincial/ Nature Trust of BC	Land Conservation (Parkland)
18	6962006	Lot A, Sec 17, Twp 28, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
19	6962008	Lot B, Plan 41403	Nature Trust of BC	Land Conservation (Parkland)
20	6974000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	
21	6976000	Lot 11, Sec. 22, Plan 4080	Scout Properties (BC/Yukon) Ltd	Criteria #9: Caretaker Agreement in place
22	9461001	Lot B, DL 14, LD 41, KAP 10727	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and education in skills.
23	9472588	Lot 2, DL 14, LD 41, KAP53240	Kelowna Outrigger Racing Canoe Club Society/City of Kelowna	New Application - Non-Profit organization providing an environment for the purpose of the furtherance of paddle sports of all descriptions including training and education in skills. The future use of this property will work in conjunction with the property adjacent to this one that already occupied by this same organization and has an approved permissive tax exemption.
24	10776000	Plan 9359, Lot 2	Kelowna Riding Club	Criteria #9: Caretaker Agreement in place
25	11029007	That part of Plan 37018, DL 136, shown as park	Central Okanagan Heritage Society/City of Kelowna	Criterion #9: 566 Sq ft taxable as residences will be excluded from otherwise tax exempt property. (Rental Unit)
26	11151000	Lot 1, Plan 11796	Kelowna Minor Fastball Society/City of Kelowna	
27	11501989	Lot 1, Plan 35229	Central Okanagan Small Boat Association / City of Kelowna	Criteria #9: Caretaker Agreement in place
28	12184556	Lot 1, Plan KAP69898	Okanagan Mission Community Hall Association	

Schedule G - Cultural

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	950	Lot 1, Block 12, Plan 202	Centre Cultural François De L' Okanagan	
2	1830	Lot 49, Plan 262, Blk 15	Kelowna Canadian Italian Club	
3	38641	Lot A, Plan 5438	Okanagan Military Museum Society / City of Kelowna	
4	38644	Plan 5438, D.L. 139	Kelowna Centennial Museum Association / City of Kelowna	
5	75959	Lot 2, Plan 37880	Kelowna Music Society	Criteria #4: Majority of Program areas are not directly competing
6	77062	Lot 1, Plan 42511	City of Kelowna/Kelowna Museums Society	Change in Status. Criterion # 3: 1,300 sq ft 40% exempt (5 year phase out program) as area's primary purpose are commercial liquor sales. Per Policy 327: "Non-profit organizations conducting retail and/or commercial activity and charging rates or fees at market value are considered to be in competition with for-profit businesses and will not be eligible for tax exemption." Note: The portion of the Wine Museum which is a VQA Wines store would be taxable - Approx. 60% of the Wine Museum area (1,300 sq. ft.).
7	79055	Lot 3, Plan KAP 57837, DL 139	Okanagan Regional Library / City of Kelowna Library Society	
8	79932	Lot A, Plan KAP67454	Kelowna Art Gallery/City of Kelowna	Per Policy 327-No 3rd Party lease agreement in place
9	80250	Lot A, KAP67454	Kelowna Visual & Performing Arts Centre Society / City of Kelowna	The following areas will be Exempt areas - (80250) Centre Society area 37,034 Theatre Kelowna 892 sq ft Okanagan Artists Alternative Association (2 areas) 2,058 sq ft Ponderosa Spinners and Weavers area 409 sq ft Music Room 520 sq. ft. Potters Addict 1589 sq ft Cool Arts Society 429 sq ft Non-exempt areas - total 4,363 ft. 80251 KVPACS Bistro 1,236 sq ft 80252 Mission Dance Studio 1,185 sq ft 80255 Angie Bonten, Trina Ganson, Sara Parsons studio 350 sq ft 80256 Mal Gagnon studio area 428 sq ft 80257 Aunaray Clusiau studio area 370 sq ft 80258 Blind Eye Photography 444 sq. ft. 80260 Brandy Marsh 350 sq ft

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
10	83355	Lot 1, KAP92254	Okanagan Symphony Society/City of Kelowna	
11	7212624	Lot 10, KAP72245	Westbank First Nation	
12	10349220	Lot B, Plan 28112	German - Canadian Harmonie Club	Criteria #7: 4,413 sq ft taxable as areas primary purpose is liquor and or meal services
13	10768001	Lot A, Plan 6710	Roman Catholic Bishop of Nelson Pandosy Mission	

Schedule H - Other Non-Profit Societies

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	16670	Lot 16, Plan 1303	Kelowna Yoga House Society	Criteria #4: No Change in Status. Per Policy 327: house on property used by society & similar programs offered at Sport & Rec.
2	23360	Lot 7, Plan 2498	Columbus Holding Society	
3	28740	Lot 8, Plan 3398	Kelowna Centre for Positive Living Society	
4	70030	Lot A, Plan 28311	Columbus Holding Society	Criteria #5: Upper floor & main floor fully taxable as primary use of property not the principal purpose of the organization owning the property (lease/rental upper floor - Inn From the Cold, main floor Lease/Rental Taxable-Right to Life, basement 100% Exempt: Knights of Columbus
5	77364	Lot A, Plan 43658	Kelowna Sr. Citizens Society of BC	Criteria #9: Caretaker agreement in place.
6	5763001	Lot A, Plan KAP82536	Kelowna General Hospital Foundation	
7	6198706	Lot 1, Plan KAP91112, Safety Village Lease only (.739 ac.) (Parent 06198.702)	Kelowna & District Safety Council Society / City of Kelowna	
8	6199682	Lot 2, Plan 39917	Father DeLestre Columbus (2009) Society	
9	6371365 - 6371403	Lot 1-39, Plan KAS384	The Society of Housing Opportunities and Progressive Employment	Partial Exemption based on difference - one parcel vs. individual strata units
10	10759011	Lot 11, Plan 515, Blk 1	BC Society for Prevention of Cruelty to Animals	
11	12188047	Lot B Plan 40681	Cowen, Sandra K & Heather I Henderson (Trustees: Arion Therapeutic Riding Association)	

Schedule I - Partnering, Heritage or Other Special Exemption Authority

Tax Exempt Properties for 2015 Tax Year

NO.	ROLL NO.	LEGAL DESCRIPTION	REGISTERED OWNER/LESSEE	RATIONALE/COMMENTS
1	10388000	Lots 15 and 16, Blk. 7, Plan 415B	Central Okanagan Heritage Society	Criteria #9: Caretaker agreement in place.

Schedule J - Estimated Municipal Property Tax Impact For the Years 2015 - 2017

Schedule	Property Classification	2015	2016	2017
A - Places of Worship				
	Class 01 - Residential	178	186	193
	Class 06 - Business	10,810	11,317	11,760
	Class 08 - Recreation/Non-Profit	270,681	283,351	294,457
	Total Municipal Taxes	\$281,669	\$294,854	\$306,410
B - Private Schools				
	Class 01 - Residential	1,270	1,329	1,381
	Class 06 - Business	134,380	140,670	146,183
	Class 08 - Recreation/Non-Profit	14,151	14,812	15,392
	Total Municipal Taxes	\$149,801	\$156,811	\$162,956
C - Hospitals				
	Class 01 - Residential	30,539	31,968	33,221
	Class 06 - Business	85,009	88,988	92,476
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$115,548	\$120,956	\$125,697
D - Special Needs Housing				
	Class 01 - Residential	47,508	49,731	51,680
	Class 06 - Business	5,694	5,960	6,194
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$53,202	\$55,691	\$57,874
E - Social Services				
	Class 01 - Residential	9,808	10,267	10,669
	Class 06 - Business	168,263	176,138	183,044
	Class 08 - Recreation/Non-Profit	2,260	2,366	2,459
	Total Municipal Taxes	\$180,331	\$188,771	\$196,172
F - Public Park or Recreation Ground, Public Athletic or Recreational				
	Class 01 - Residential	71,221	74,555	77,479
	Class 06 - Business	64,123	67,124	69,756
	Class 08 - Recreation/Non-Profit	306,530	320,876	333,455
	Total Municipal Taxes	\$441,874	\$462,555	\$480,690
G - Cultural				
	Class 01 - Residential	8	8	8
	Class 06 - Business	254,292	266,191	276,626
	Class 08 - Recreation/Non-Profit	9,057	9,481	9,853
	Total Municipal Taxes	\$263,357	\$275,680	\$286,487

Schedule ¹	Property Classification	2015	2016	2017
H - Other				
	Class 01 - Residential	7,570	7,924	8,235
	Class 06 - Business	30,699	32,135	33,394
	Class 08 - Recreation/Non-Profit	4,067	4,258	4,425
	Total Municipal Taxes	\$42,336	\$44,317	\$46,054
I - Partnering, Heritage or Other Special Exemption Authority				
	Class 01 - Residential	101	106	110
	Class 06 - Business	5,626	5,889	6,120
	Class 08 - Recreation/Non-Profit	0	0	0
	Total Municipal Taxes	\$5,727	\$5,995	\$6,230
Total Impact				
	Class 01 - Residential	168,203	176,074	182,976
	Class 06 - Business	758,896	794,412	825,553
	Class 08 - Recreation/Non-Profit	606,746	635,144	660,041
	Total Municipal Taxes	\$1,533,845	\$1,605,630	\$1,668,570

¹ Schedules A, B & C include the land assessed values of the buildings footprint which is a general exemption.

Report to Council



Date: 10/1/2014
File: 1850-20
To: City Manager
From: Director, Corporate Business Ventures
Subject: 2014-10-01 Report - South Perimeter Rd

Recommendation:

THAT Council receives for information the report of the Director, Corporate Business Ventures dated October 1, 2014, with respect to the Extension of Gordon Drive and South Perimeter Road;

AND THAT Council approves in principle the design and construction of these roadways under the conditions outlined in the Report of the Director, Corporate Business Ventures dated October 1, 2014;

AND FURTHER THAT Council direct staff to inform citizens of the change in delivery timing of these roadways and report back to Council.

Purpose:

To provide Council with an update with respect to the extension of Gordon Drive and South Perimeter Road.

Background:

The City Official Community Plan envisions the extension of Gordon Drive and construction of the South Perimeter Road from Gordon Drive to Stewart Road West to provide an alternative access and egress from the Upper Mission area. Through the Southwest Mission Sector Plan, development in the early to mid 1990s which involved extensive community consultation, key road links were developed and incorporated into subsequent Official Community Plans, 20 Year Servicing Plans, and Financing Strategy and related Development Cost Charges. These roadways were envisioned in the original plan to be constructed at 2700 units of development in the SW Mission though the latest OCP envisions the road at 3400 units. This was as a result of the desire to move up the construction of Lakeshore Road which originally was planned at 3800 units of development and was moved to 3000 units. Most recently, Council approved advancing the section of Lakeshore Road at Anne McClymont Elementary School to proceed in 2015. The level of development in this sector is at approximately 2300 units. With the sector plan in place, we note that during the development of the Canyon Ridge phase of the

Crawford subdivision in the mid 1990s, the developer provided a road reserve over the required lands for the South Perimeter Road and also constructed a concrete wall to buffer homes from the roadway.

The development community has identified that constructing the Gordon Drive and South Perimeter Road portions earlier than the plan would benefit the neighborhoods of Upper Mission and Crawford. In addition to providing an alternative egress and access for the residents, there is the potential for an enhanced commercial development within the Ponds neighborhood which is planned as a village center to serve the needs of the entire Upper Mission and Crawford areas. These roads will also provide a strong connection between two school sites; the middle school site within the Ponds development, which is priority for School District 23, and the elementary school site within the Crawford neighborhood. The catchments areas for both schools involve Upper Mission and Crawford neighborhoods, AND this road link avoids the need to travel the circuitous route via Crawford, Dehart and Gordon. The road also allows for improved transit circulation to service the Upper Mission and Crawford.

The developers propose to construct these roads and to be paid the agreed project cost by way of Developer Cost Charge credits and revenues as development occurs in the SW Mission Roads sector without direct taxpayer contribution. Gordon Drive would be funded through Developer Cost Charge Credits whereby the developers use these credits as they develop additional lots within their properties over the coming years. The South Perimeter Road costs are proposed to be initially funded by the development community with compensation from Roads Sector DCC revenues received by the City over time. Based on current rates of development in this sector, the developer would recover their estimated \$7.6 million investment over a 5-7 year period. The use of DCC credits to compensate developers for construction of sector roads has been a common practice in development of major roads in this sector.

Gordon Drive is planned to be constructed as an urban two lane arterial roadway complete with on street bikepaths, curb and gutter, boulevards and separated sidewalks on both sides. The South Perimeter Road is also envisioned to be an urban two lane arterial roadway in the longer term, with a multiuse pathway on the north side of the roadway. As this roadway is within an area of the City currently not approved for development, the initial construction will be a rural two lane cross section with on road bikepaths. Where it abuts the Canyon Ridge area of Crawford, the multiuse pathway will be installed to provide access to the Bellevue Creek corridor. Particular attention will be paid to the future Bellevue Creek Corridor parking and public trail road crossings. Should this project proceed, the City will also need to advance improvements to Stewart Rd West which are also identified within both the South East Kelowna Sector Plan and the South West Mission Sector Road Plan. Funding is in place to complete the required safety improvements and these will be done, subject to Council approval, if the South Perimeter Road proceeds.

Another improvement to the Upper Mission road network to be brought forward is the connection of Frost Rd with Chute Lake Rd which is planned for 2016. This addresses long standing safety concerns at the Okaview and Chute Lake intersection, and reduces the circulation thru the present South Crest Dr/Killdeer connection.

While advancing the schedule for construction of these roads has no direct taxpayer impact, it will require the deferral in planned construction of other major roadways identified as part

of this sector. The following planned major DCC roads improvements will be deferred due to DCC revenue shortfalls resulting from the combined effect of advancing construction of Lakeshore Rd at Anne McClymont school, plus the construction of South Perimeter Road

- Dehart Rd (Gordon to Lakeshore) will be delayed from 2133 units to 3200 units,
- Lakeshore (Dehart to Old Meadows) will be delayed from 3000 to 3600 units,
- Casorso (Benvoulin to Swamp) will be delayed from 3,300 to 4,100 units,
- Plus a number of minor improvements throughout the sector will be delayed.

Current development rates within this sector are approximately 100 units per year and will vary annually depending on development interest in this area of the City. It should be noted that the deferred improvements are primarily road urbanization with improved pedestrian and cycling facilities, and with limited vehicle capacity improvements to the area.

The developer proponent still has a number of approval steps to go through with both the City and other developers in the SW Mission Sector before the project can proceed. They are optimistic these can be achieved in the near future. Staff believes that the community needs to be informed and consulted on as to the new schedule for delivery of this project. While there currently is no preliminary or detailed design completed, staff and the developers can seek input on potential issues and concerns that the delivery of this roadway could present.

Internal Circulation:

City Clerk
Deputy City Manager
Divisional Director, Communications and Information Systems
Divisional Director, Community Planning and Real Estate Services
Divisional Director, Financial Services
Divisional Director, Infrastructure
Manager, Capital Investments and Assets
Manager, Development Engineering
Manager, Transportation and Mobility
Communications Consultant

Financial/Budgetary Considerations: Should this project proceed, the Financial Plan will need to be amended to incorporate the receipt of DCC revenues and payments to the developer over the coming years. The 20 Year Servicing Plan identifies funding for multiuse corridors from federal/provincial gas tax revenues. There are sufficient gas tax funds available to cover this portion of the work. There will be ongoing operating costs incurred for maintenance of the roadway, bikepaths, multiuse corridor and landscaping that may be installed.

Personnel Implications: Should this project proceed, the road construction would be managed by the Development Engineering Section.

External Agency/Public Comments: Residents in the Crawford neighborhood have expressed concerns regarding how this roadway, and its related increased traffic, will impact their neighborhood.

Communications Comments: Staff will lead community engagement activities to create awareness and invite feedback from citizens regarding the new schedule for construction of

the road network. The plan will be developed following the City's Engage Policy. The results of the feedback will be included as part of technical and financial considerations.

Considerations not applicable to this report:

Legal/Statutory Authority:

Legal/Statutory Procedural Requirements:

Existing Policy:

Alternate Recommendation:

John Vos, P. Eng.,
Director, Corporate Business Ventures

Approved for inclusion:



Paul Macklem, Deputy City Manager

Attachment: 2014-10-01 Attachment - SW Mission Sector B Road Map

cc: City Clerk

Deputy City Manager

Divisional Director, Communications and Information Systems

Divisional Director, Community Planning and Real Estate Services

Divisional Director, Financial Services

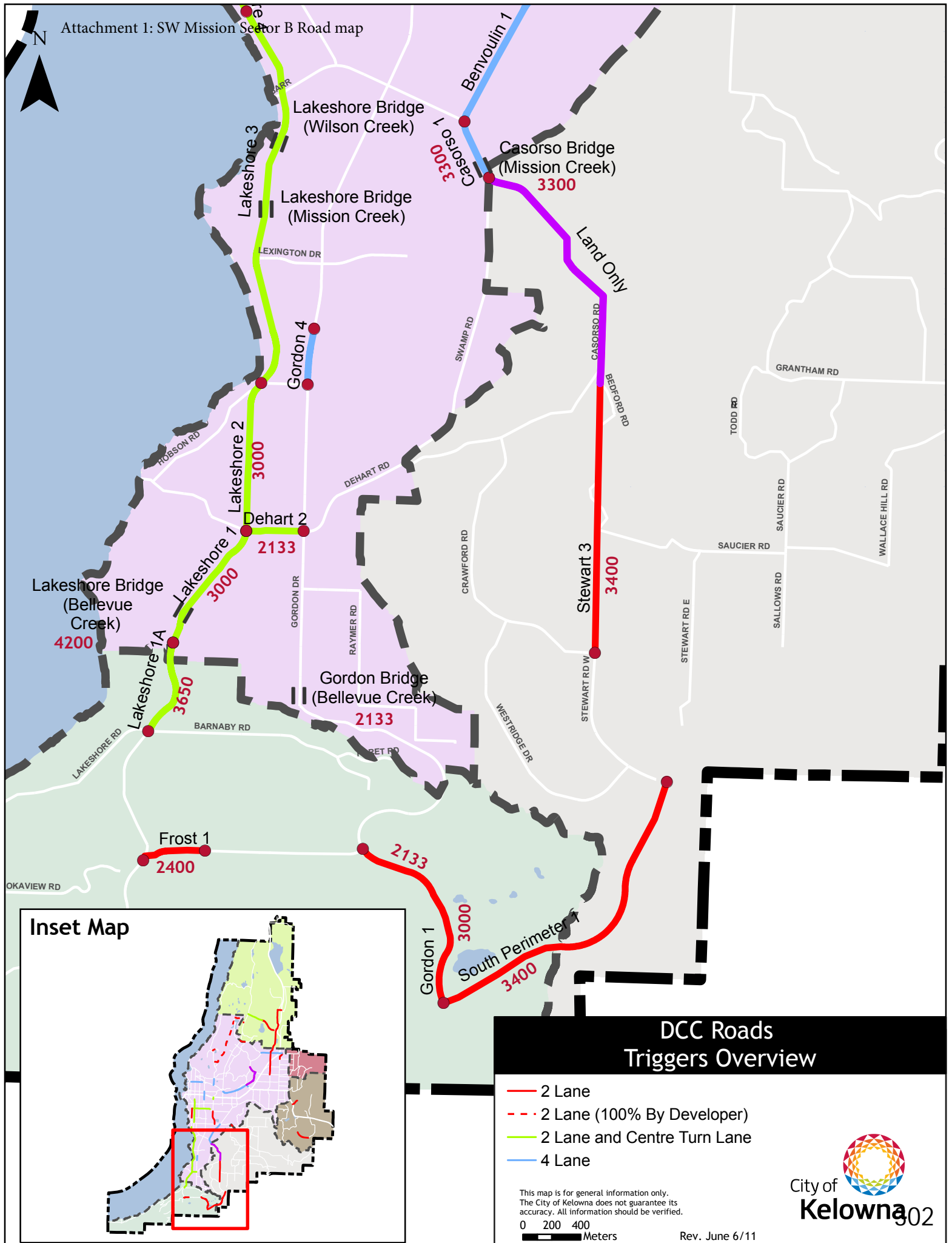
Divisional Director, Infrastructure

Manager, Capital Investments and Assets

Manager, Development Engineering

Manager, Transportation and Mobility

Communications Consultant



Report to Council



Date: October 6, 2014
Rim No. 1140-50
To: City Manager
From: Johannes Säufferer, Manager, Property Management
Subject: 2014-10-06 Report - Wine and Art Lease

Recommendation:

THAT Council approve the City entering into a five (5) year commercial lease with Marni Manegre (doing business as Wine and Art), with the option to renew for an additional five (5) year term, in the form attached as Schedule A to the Report of the Manager, Property Management, dated October 6, 2014;

AND THAT the Mayor and City Clerk be authorized to execute the agreement.

Purpose:

That Council approve a lease agreement with Marni Manegre (d.b.a. Wine and Art) for a +/- 1,165 s.f. commercial space in the Chapman Parkade.

Background:

The City-owned Chapman Parkade, located at 345 Lawrence Avenue, includes four commercial retail units ("CRU's"), ranging in size from 874 square feet to 1,409 square feet (see Schedule B for a floor plan of the parkade). The +/- 1,165 s.f. CRU at 315 Lawrence Avenue was vacated by the previous tenant upon the expiration of their lease on September 15th of this year.

Staff engaged the City's Commercial Realtor, Colliers International, to market the unit for lease. Based on the responses, Colliers recommended that staff move forward with the expression of interest from Marni Manegre, who intends to operate a wine/beer/tapas bar in conjunction with an art gallery/studio. Staff undertook due diligence on the potential tenant, reviewed the expression of interest terms and agreed with Colliers' recommendation.

The negotiated lease rate is supported by Colliers market research, by existing lease rates in the Chapman Parkade and by a Market Rent Estimate completed by Kent Macpherson (January 2013), a summary of which is attached to this report as Schedule C. The lease rate begins at \$15.00/s.f. in the first year and increases to \$17.00/s.f. over the course of the five year term. At the end of the 5 year term, an option for renewal exists with a lease rate that will be renegotiated at that time.

The “Wine and Art” concept promoted by Mrs. Manegre is built on a model similar to other establishments that combine creative art and refreshments, such as [Raw Canvas](#) and [Paint Nite](#) (both located in Vancouver, BC). The following is a high-level summary of the proposed business; a comprehensive business plan is included as Schedule D.

“Wine & Art is a new Wine Bar and Art Studio to exist downtown by the marina in Kelowna. This business would allow for customers to paint on a canvas while sipping wine and eating tapas. There will be brunch on the weekends and art classes instructed in the wine bar during the week. Kelowna is known for being in the heart of the wine region and for having a vibrant art community. This business would speak not only to tourists in this region, but also to members of the local art community.”

In order to ensure that the leased area is appropriate for the intended use and to mitigate any concerns regarding liquor consumption at the site, the proposed tenant has agreed to the following conditions regarding their business operations (reflected in clause 5.1b of the attached lease agreement):

- all food is to be prepared off-site; no cooking is permitted on the leased premises;
- a Participation Liquor License must be in place within 6 months of the possession date to ensure the ‘art’ component of the business plan is realized;
- a restriction on the number of special event liquor licenses permitted; and,
- hours of operation are restricted to between 10:00 am and 12:00 am.

It is Staff’s opinion that Wine and Art will fill a unique niche in the local restaurant market while building on the regions strong artistic and oenophilic roots.

Legal/Statutory Authority:

Community Charter, Sec. 26 - Disposal of Municipal Property

Legal/Statutory Procedural Requirements:

Community Charter, Sec. 94 - Notice Requirements

Internal Circulation:

Director, Financial Services
Manager, Parking Services
Manager, Building Services
Manager, Risk Management
Manager, Urban Planning

Considerations not applicable to this report:

Existing Policy
Financial/Budgetary Considerations
Personnel Implications
External Agency/Public Comments
Communications Comments
Alternate Recommendation

Submitted by: Johannes Säufferer, Manager, Property Management

Approved for inclusion: Derek Edstrom, Director, Real Estate & Building Services

Attachments: Schedule A - Lease Agreement
Schedule B - Chapman Parkade Floor Plan
Schedule C - Kent Macpherson Market Rent Estimate Summary
Schedule D - Wine & Art Business Plan

cc: G. Davidson, Director, Financial Services
D. Duncan, Manager, Parking Services
M. Johansen, Manager, Building Services
L. Kayfish, Manager, Risk Management
R. Smith, Manager, Urban Planning

DOCUMENT APPROVAL			
Chapman Parkade Lease			
Cir.	Dept.	Date	Int.
	RE&BS		
	Risk Mgmt		

BETWEEN:

CITY OF KELOWNA, a municipal corporation having
offices at 1435 Water Street, Kelowna, B.C. V1Y 1J4

(the "Landlord")

OF THE FIRST PART

AND:

MARNI MANEGRE d.b.a Wine & Art
2328 Country Club Drive, Kelowna, B.C. V1V 2A6

(the "Tenant")

OF THE SECOND PART

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9. Utilities and Additional Services
10. Licenses, Assignments and Subletting
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12. Insurance and Liability
13. Environmental Matters
14. Subordination, Attornment, Registration, and Certificates
15. Occurrence of Default
16. Tenant's Default, Remedies of Landlord and Surrender
17. Miscellaneous

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THIS LEASE, dated October 6th, 2014 is made and entered into by the Landlord and the Tenant named herein who, in consideration of the covenants herein contained, agree as follows:

1. BASIC TERMS, SCHEDULES, AND DEFINITIONS

1.1 Basic Terms:

- | | | |
|-----|-------------------------------------|---|
| (a) | Landlord:
Address of Landlord: | CITY OF KELOWNA
City Hall, 1435 Water Street
Kelowna, B.C. V1Y 1J4
Fax: 250-862-3349 |
| (b) | Tenant:
Address of Tenant: | Marni Manegre
2328 Country Club Drive
Kelowna, B.C. V1V 2A6 |
| (c) | Premises: | +/- 1,165sf located at 315 Lawrence Avenue
Kelowna, BC
(see Schedule A) |
| (d) | License Area: | N/A |
| (e) | Initial Term:
Commencement Date: | 5 years and 2 weeks
November 15 th , 2014 |
| (f) | Renewal Term (if any): | 1 x 5 years |
| (g) | Annual Base Rent: | Year 1: \$15.00
Year 2: \$15.50
Year 3: \$16.00
Year 4: \$16.50
Year 5: \$17.00 |
| (h) | Property Taxes: | Included in Triple Net Budget (see Section 8) |
| (i) | Utilities: | Included in Triple Net Budget (see Section 8) |
| (j) | Permitted Use: | Wine, beer & tapas bar, in conjunction with an art
studio/gallery. |
| (k) | Parking: | One assigned parking stall |
| (l) | Possession: | October 15 th , 2014 ¹ |

The foregoing Basic Terms are approved by the parties. Each reference in this Lease to any of the Basic Terms shall be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such Basic Terms are more fully set forth.

¹ For clarity, the period between the Possession Date and the Commencement Date will be a completely gross rent free period for the Tenant, and is intended for fixturing and tenant improvement purposes only.

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1.2 Schedules

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

SCHEDULE	SUBJECT
A	Site Plan of Premises
B	Definitions
C	Rules and Regulations
D	Landlord & Tenant Responsibility Checklist
E	Certificate of Insurance
F	Triple Net Budget Base Year 2013

1.3 Definitions

In this Lease, the words, phrases and expressions set forth in Schedule B are used with the meanings defined therein.

2. PREMISES AND LICENSE AREA

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed, and performed, the Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Premises.

3. TERM

3.1 Term

The Term of this Lease, and the related License, shall be for the initial term of 5 years and 2 weeks, beginning on the Commencement Date, and subject to earlier termination or renewal on the terms and conditions as set out herein.

3.2 Option to Renew

The Landlord covenants with the Tenant that if:

- (a) the Tenant gives notice to the Landlord that the Tenant wishes to obtain renewal of this Lease, such notice to be given not later than 6 months prior to the expiration of the initial Term of 5 years and 2 weeks years; and
- (b) at the time of giving such notice, the Tenant is not in breach of any covenant or condition herein contained and which has not been remedied within the time provided for in this Lease; and
- (c) the Tenant has duly and regularly throughout the initial Term of 5 years and 2 weeks years observed and performed the covenants and conditions herein contained

then the Landlord shall grant to the Tenant at the Tenant's expense a renewal lease of the Premises for the Renewal Term(s) of 5 years upon the same terms and conditions, excluding Annual Base Rent and Additional Rent as are herein contained.

The lease may be renewed one (1) time for a period of 5 years, for a total lease term of 10 years and two weeks including the original term.

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4. RENT

4.1 Rent

The Tenant shall yield and pay to the Landlord, in the manner outlined in clause 4.2, at the office of the Landlord's accounts payable division, or at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada without any set-off, abatement, compensation, or deduction whatsoever on the days and at the times hereinafter specified, Rent which shall include the aggregate of the sums specified in sub-clauses (a) and (b) below:

(a) Annual Base Rent

Annual Base Rent in the amount per annum set out in sub-clause 1.1(g) for each respective Lease Year.

(b) Additional Rent

In addition, but subject to any operating costs the Landlord expressly agrees to pay for its own account, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises including all applicable real estate taxes and other charges.

4.2 Payment of Rent

The Rent provided for in this Article shall be paid by the Tenant as follows:

(a) Annual Base Rent

The Annual Base Rent shall be paid in equal consecutive monthly instalments, in the amounts set out in sub-clause 1.1(g), in advance on the first day of each and every month during the Term. The first monthly instalment of the Annual Base Rent shall be paid by the Tenant on the Commencement Date. Where the Commencement Date is the first day of a month such instalment shall be in respect of such month; where the Commencement Date is not the first day of a calendar month, the Annual Base Rent for the period from the Commencement Date to the first day of the next ensuing calendar month shall be pro-rated on a per diem basis and paid on the Commencement Date and the first regular instalment of the Annual Base Rent shall be paid on the first day of the first full calendar month of the Term. Thereafter, subsequent monthly instalments shall each be paid in advance on the first day of each ensuing calendar month during the Term.

(b) Additional Rent Payments

In addition, the Tenant is responsible for all operating costs of whatever nature or kind in connection with the Premises including all applicable real estate taxes and other charges.

(c) Payment Format

The Tenant agrees to pay the Annual Base rent via post-dated cheques on a monthly basis.

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4.3 Rent for Irregular Periods

All Rent reserved herein shall be deemed to accrue from day-to-day, and if for any reason it shall become necessary to calculate the Annual Base Rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute the Annual Base Rent for such irregular period.

4.4 Waiver of Offset

The Tenant hereby waives and renounces any and all existing and future claims, offsets, and compensation against any Rent and agrees to pay such Rent regardless of any claim, offset, or compensation which may be asserted by the Tenant or on its behalf.

4.5 Application of Payments

All payments by the Tenant to the Landlord under this Lease shall be applied toward such amounts then outstanding hereunder as the Landlord determines and the Landlord may subsequently alter the application of any such payment.

4.6 Net Lease

The Tenant Acknowledges and agrees that it is intended that this Lease shall be a completely net lease for the Landlord except as shall be otherwise provided in the specific provisions contained in this Lease, and that the Landlord shall not be responsible during the Term for any costs, charges, expenses, and outlays of any nature whatsoever arising from or relating to the specific provisions contained in this Lease. The Tenant shall pay all charges, impositions, and costs of every nature and kind relating to the Premises whether or not referred to herein and whether or not within the contemplation of the Landlord or the Tenant, and the Tenant covenants with the Landlord accordingly.

4.7 Interest on Overdue Rent

Overdue Rent payments shall be interest at the current Bank of Canada lending rate effective from the date the amount is due.

5. TENANT'S COVENANTS

5.1 Tenant's Covenants

The Tenant covenants with the Landlord as follows:

(a) Rent

To pay the Rent on the days and in the manner provided herein and to pay all other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord or to others under this Lease.

(b) Occupancy and Permitted Use

To take possession of and occupy the Premises and commence to carry on business in all or substantially all of the Premises no later than 30 days after the Commencement Date, to use the Premises only for the purpose set out in clause 1(j) herein and not for any other purpose.

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Recognizing the Landlord's desire that the Tenant operate a business that includes the practice of art (as expressed in painting or sculpture) as a key component, the Tenant agrees to abide by the following conditions of occupancy:

- i) that all food will be prepared off-site and no Cooking will occur on the Premises, where Cooking is defined as the practice or skill of preparing food by combining, mixing and heating ingredients;
- ii) to obtain a Liquor Participation License within 6 months of the Possession Date;
- iii) to limit Special Event Liquor Licenses to a maximum of 2 times per month; and,
- iv) to restrict hours of operation wherein the Premises are open and accessible to the public to between 10:00am and 12:00am, daily.

(c) Waste and Nuisance

Not to commit or permit: any waste or injury to the Premises including the Leasehold Improvements and the trade fixtures therein; any overloading of the floors thereof; any conduct which impedes or, in the opinion of the Landlord acting reasonably, could constitute a nuisance to the Landlord or anyone else; any other use or manner of use which, in the opinion of the Landlord acting reasonably, may have an adverse impact on the reputation of the Premises.

(d) Insurance Risks

Not to do, omit to do, or permit to be done or omitted to be done upon the Premises anything which would cause the Landlord's cost of insurance to be increased (and, without waiving the foregoing prohibition, the Landlord may demand, and the Tenant shall pay to the Landlord upon demand, the amount of any such increase of cost caused by anything so done or omitted to be done) or which shall cause any policy of insurance to be subject to cancellation.

(e) Cleanliness

Not to permit the Premises to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate therein, and at the end of each business day to leave the Premises in a clean and neat condition, to the satisfaction of the Landlord.

(f) Compliance with Laws

To comply at its own expense with all municipal, provincial, and federal laws, bylaws, regulations, and requirements pertaining to the operation and use of the Premises in the condition of the Leasehold Improvements, trade fixtures and equipment installed therein, and the making by the Tenant of any repairs, changes or improvements therein.

(g) Installations

To permit the Landlord during the Term, at the Tenant's cost, to install any equipment in or make alterations to the Premises necessary to comply with the requirements of any statute, law, bylaw, ordinance, order, or regulation referred to in sub-clause 5.1(f) and imposed after completion of the Landlord's original construction of the Premises.

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(h) Overholding

That if the Tenant shall continue to occupy the Premises after the expiration of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be a monthly tenant at a monthly base rent equal to 125% of the Annual Base Rent payable by the Tenant as set forth in Article 4 during the last month of the Term. The monthly tenancy shall be (except as to the length of tenancy) subject to the provisions and conditions herein set out.

(i) Signs

Not to display, place, or affix any sign except in accordance with the regulations of the Landlord.

(j) Inspection and Access

To permit the Landlord at any time and from time to time to enter and to have its authorized agents, employees, and contractors enter the Premises for the purpose of inspection or making repairs, alterations, or improvements to the Premises as the Landlord may deem necessary or desirable, or as the Landlord may be required to make by law. The Landlord shall be allowed to take into the Premises all material which may be required for such purpose and the rent reserved shall in no way abate while such repairs, alterations or improvements are being made by reason of interruption of the business of the Tenant. The Landlord shall exercise reasonable diligence as to minimize the disturbance or interruption of the Tenant's operation.

(k) Showing Premises

To permit the Landlord and its authorized agents and employees to show the Premises to prospective tenants during the normal business hours of the last three months of the Term.

(l) Maximum Occupancy

To enforce, to their best possible efforts, the maximum 30 person occupancy load for the Premises. In the event that the Tenant wishes to increase the occupancy load, the Tenant will be responsible for all cost and work required to increase the fire rating (through the installation of additional drywall), and accordingly will be required to comply with all municipal codes and regulations.

6. LANDLORD'S COVENANTS

6.1 Landlord's Covenants

The Landlord covenants with the Tenant as follows:

(a) Quiet Enjoyment

Provided the Tenant pays the Rent hereby reserved and performs its other covenants herein contained, the Tenant shall and may peaceably possess and enjoy the Premises for the Term hereby granted, without any interruption or disturbance from the Landlord or its assigns, or any other person or persons lawfully, claiming by, from, through, or under the Landlord.

(b) Use of Parking

To make available to the Tenant, at no additional cost, one reserved parking stall within the Chapman Parkade.

7. REPAIR, DAMAGE, AND DESTRUCTION

7.1 Landlord's Repairs

The Landlord covenants with the Tenant that the major building components will be maintained in a good and reasonable state of repair, consistent with the general standards of structures of similar age and character in Kelowna. This includes the main structure, roof and mechanical systems.

7.2 Tenant's Repairs

The Tenant covenants with the Landlord:

- (a) subject to sub-clause 7.1 and 7.3(b) to keep in a good and reasonable state of repair subject to reasonable wear and tear, the Premises including all Leasehold Improvements and all trade fixtures therein and all glass including all glass portions of exterior walls;
- (b) that the Landlord may enter and view the state of repair (without having any obligation to do so), and that the Tenant will repair according to notice in writing, and that the Tenant will leave the Premises and License Area in a good and reasonable state of repair, allowing for reasonable wear and tear.

7.3 Abatement and Termination

It is agreed between the Landlord and the Tenant that in the event of damage to the Premises:

- (a) if the damage is such that the Premises or any substantial part thereof are rendered not reasonably capable of use and occupancy by the Tenant for the purposes of its business for any period of time in excess of 10 days, then:
 - (i) unless the damage was caused by the fault of negligence of the Tenant or its employees, invitees, or others under its control and the damage is not covered by insurance, from and after the date of occurrence of the damage and until the Premises are again reasonably capable of use and occupancy as aforesaid, Rent shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of use and occupancy; and
 - (ii) unless this Lease is terminated as hereinafter provided, the Landlord or the Tenant, as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2 shall repair such damage with all reasonable diligence, but to the extent that any part of the Premises is not reasonably capable of such use and occupancy by reason of damage which the Tenant is obligated to repair hereunder, any abatement of Rent to which the Tenant is otherwise entitled hereunder shall not extend later than the time by which, in the reasonable opinion of the Landlord, repairs by the Tenant ought to have been completed with reasonable diligence; and
- (b) if the Premises are substantially damaged or destroyed by any cause to the extent such that in the reasonable opinion of the Landlord they cannot be repaired or rebuilt (based on standard hours of construction work) within 240 days after the occurrence of the damage or destruction, then either the Landlord or Tenant may at its option, exercisable by written notice to the Tenant or Landlord, given within 60 days after the

occurrence of such damage or destruction, terminate this Lease, in which event neither the Landlord nor the Tenant shall be bound to repair as provided in clauses 7.1 and 7.2, and the Tenant shall instead deliver up possession of the Premises and License Area to the Landlord with reasonable expedition but in any event within 60 days after delivery of such notice of termination, and Rent shall be apportioned and paid to the date upon which possession is so delivered up (but subject to any abatement to which the Tenant may be entitled under sub-clause 7.3(a) by reason of the Premises having been rendered in whole or in part not reasonably capable of use and occupancy), but otherwise the Landlord or the Tenant as the case may be (according to the nature of the damage and their respective obligations to repair as provided in clauses 7.1 and 7.2) shall repair such damage with reasonable diligence.

7.4 Service Interruptions

The Tenant acknowledges to the Landlord that the operation of systems and the availability of facilities for which the Landlord is responsible under clause 7.1 may be interrupted from time to time in cases of accident and emergency, in order to carry out maintenance, repairs, alterations, replacements, and upgrading, or for any other reasonable reason required by the Landlord.

8. TAXES AND COMMON AREA COSTS

8.1 Tenant's Tax Obligations

The Tenant covenants with the Landlord:

- (a) to pay when due, all Taxes, business Taxes, business licence fees, and other Taxes, rates, duties or charges levied, imposed, or assessed by lawful authority in respect of the use and occupancy of the Premises by the Tenant, the business or businesses carried on therein, or the equipment, machinery, or fixtures brought therein by or belonging to the Tenant, or to anyone occupying the Premises with the Tenant's consent, or from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, and to pay to the Landlord upon demand the portion of any tax, rate, duty, or charge levied or assessed upon the Land and Building that is attributable to any equipment, machinery, or fixtures on the Premises which are not the property of the Landlord or which may be removed by the Tenant;
- (b) to pay promptly to the Landlord when demanded or otherwise due hereunder all Taxes in respect of all Leasehold Improvements in the Premises; and
- (c) to pay to the Landlord in the manner specified in sub-clause 4.2(b) the Tenant's Share of the Tax Cost.

8.2 Goods and Services Tax

The Tenant shall pay to the Landlord Goods and Services Tax in accordance with the applicable legislation at the same time as the amounts to which such Goods and Services Tax apply are payable to the Landlord under the Terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. The Landlord will provide the Tenant with its Goods and Services Tax registration number. Notwithstanding any other section of this Lease, the amount payable by the Tenant under this clause shall be deemed not to be Rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.

8.3 Tenant's Tax Cost

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After the commencement of the Term of this Lease and prior to the commencement of each fiscal period determined by the Landlord thereafter which commences during the Term, the Landlord may estimate the Tax Cost, or any instalment on account thereof, to become due on any date during the ensuing fiscal period or (if applicable) portion thereof, as the case may be, and the amount thereof which will be payable by the Tenant, and notify the Tenant in writing of such estimate. If the Tenant has overpaid such Tax Cost, the Landlord shall refund any excess paid, but if any balance remains unpaid, the Landlord shall fix monthly instalments for the then-remaining balance of such fiscal period or portion thereof such that, after giving credit for instalments paid by the Tenant hereunder in respect of such calendar year, the entire Tenant's Share of Tax Cost will be fully payable prior to the time the Landlord is obliged to pay the Taxes in respect of which the Tenant's Share of Tax Cost is payable. If for any reason the Tax Cost is not finally deterred within such fiscal period or portion thereof, the parties shall make the appropriate re-adjustment when such Tax Cost becomes finally deterred. The Landlord and the Tenant acknowledge that Taxes in respect of the Building may be payable during the course of a year as pre-payment for the Taxes accruing due in respect of such year, and if the Term ends during a year, then the appropriate adjustment will be made under clause 4.3. Any report of the Landlord's accountant as to the Tax Cost shall be conclusive as to the amount thereof for any period to which such report relates.

8.4 Receipts for Payment

Whenever requested by the Landlord, the Tenant will deliver to it receipts for payment of all Taxes, rates, duties, levies, and assessments payable by the Tenant under sub-clauses 8.1(a) and (b) and furnish such other information in connection therewith as the Landlord may reasonably require.

8.5 Allocation to Particular Tenant

Notwithstanding any of the foregoing, whenever in the Landlord's reasonable opinion any operating cost or item of operating cost properly relates to a particular tenant or tenants within the Building, the Landlord may allocate such operating cost or item of operating cost to such tenant or tenants. Any amount allocated by the Landlord to the Tenant under this clause shall be payable by the Tenant forthwith upon demand.

8.6 Common Area Costs

This Lease shall be absolutely net to the Landlord such that, without limiting the generality of the foregoing, the tenant shall pay for its own account, and without any variation, set-off or deduction, all amounts, charges, costs, duties, expenses, fees, rates, taxes, and increases therein in any way relating to the premises as well as a share of the expenses relating to the operation of the Parkade as estimated in Schedule F (Chapman Parkade Triple Net Budget).

8.7 Payments of Common Area Costs

With respect to any item of common area costs which the Landlord elects to estimate from time to time, the Tenant shall pay to the Landlord such amount, in equal consecutive monthly instalments throughout the applicable period with the monthly instalments of rent as set out in 4.1(b) of this Lease.

8.8 Adjustment of Common Area Costs

Within one hundred and twenty (120) days of the conclusion of each Lease Year, or portion thereof, as the case may be, the Landlord shall compute the actual amount of each item, and make available to the Tenant for examination, a statement to be provided by the Landlord of the gross amount of each item and the Tenant's share thereof, for each year or portion thereof. If the actual amount of such item of common area costs exceeds the aggregate amount of the instalments paid, the Tenant shall pay to the Landlord the amount of the excess within thirty (30) days of the receipt of any such

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statement. If the contrary is the case, any such statement shall be accompanied by a refund to the Tenant, without interest, provided that the Landlord may deduct from such refund any rent, which is then in arrears. The inadvertence or failure of the Landlord to compute such amount or make available such statement within the one hundred and twenty (120) days shall not affect the Landlord's right to collect or the Tenant's right to be paid any variance.

9. UTILITIES AND ADDITIONAL SERVICES

9.1 Utilities

The Tenant shall be responsible for all aspects of, including payment of costs related to, utilities and services of whatever nature or kind required in connection with the Premises and the conduct by the Tenant of the Tenant's business as described herein including without limitation, water, telephone, sewer, hydro, power, heating, air conditioning, garbage disposal, snow clearing. The tenant shall be responsible for obtaining and maintaining a gas operating permit. The tenant shall be responsible for obtaining and maintaining an electrical operating permit. The tenant is responsible of informing the Property Manager, Real Estate and Building Services of the permits and who the Field Safety Representative is.

10. LICENSES, ASSIGNMENTS, AND SUBLETTING

10.1 General

It is understood and agreed that the Tenant may not assign this Lease, or sublease the Premises, to another party without the written consent of the Landlord, such consent not to be unreasonably withheld. Unless the Landlord has consented to such sub-tenancy, assignment or transfer in accordance with this Article 10, the acceptance of any Rent or the performance of any obligation hereunder by any person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest of such person as a sub-tenant, assignee, transferee or otherwise in the place and stead of the Tenant.

10.2 Licenses, Franchises, and Concessions

The Tenant shall not suffer or permit any part of the Premises to be used or occupied by any persons other than the Tenant, any sub-tenants or licensees permitted under this Article, and the employees and invitees of the Tenant, and any such permitted sub-tenant, or suffer or permit any part of the Premises to be used or occupied by any licensee, franchisee, or concessionaire, or suffer or permit any persons to be upon the Premises other than the Tenant, such permitted sub-tenants and licensees, and their respective employees, customers, and others having lawful business with them.

10.3 Assignment and Subletting

The Tenant shall not, without first obtaining the written consent of the Landlord, assign this Lease or sublet the whole or any part of the Premises, unless:

- (a) it shall have received or procured a bona fide written offer to take an assignment or sub-lease which is not inconsistent with, and the acceptance of which would not breach any provision of, this Lease if this clause is complied with, and which the Tenant has determined to accept subject to this section being complied with; and
- (b) it shall have first requested and obtained the consent in writing of the Landlord thereto.

10.4 Request for Consent



Any request for such consent shall be in writing and accompanied by a true copy of such offer, and the Tenant shall furnish to the Landlord all information available to the Tenant and requested by the Landlord as to the responsibility, reputation, financial standing, and business of the proposed assignee or sub-tenant. Within 30 days after the receipt by the Landlord of such request for consent and of all information which the Landlord shall have requested hereunder (and if no such information has been requested, within 30 days after receipt of such request for consent) the Landlord shall have the right upon written notice to the Tenant to:

- (a) in the case of a proposed sub-lease, either sublet from the Tenant any portion of the Premises proposed to be sublet for the Term for which such portion is proposed to be sublet but at the same Annual Base Rent and Additional Rent as the Tenant is required to pay to the Landlord under this Lease for such portion or, if the proposed sub-lease is for all or substantially all of the remainder of the Term, terminate this Lease as it pertains to the portion of the Premises so proposed by the Tenant to be sublet; or
- (b) in the case of a proposed assignment, terminate this Lease.

10.5 If Landlord Terminates

If the Landlord terminates this Lease in accordance with clause 10.4 with respect to all or a portion of the Premises, such termination shall be effective on the date stipulated in the notice of termination which shall not be less than 60 days or more than 90 days following the giving of such notice, and the Tenant shall surrender the whole or part, as the case may be, of the Premises in accordance with such notice, and Rent shall be apportioned and paid to the date of surrender and, if a part only of the Premises is surrendered, Rent payable under clause 4.1 shall thereafter abate proportionately.

10.6 If Landlord Consents

If the Landlord consents to any proposed assignment or subletting, the Tenant shall assign or sublet, as the case may be, only upon the terms set out in the offer submitted to the Landlord as aforesaid and not otherwise. As a condition of the Landlord's consent, the assignee or sub-tenant, as the case may be, shall agree (and will be deemed to have agreed) with the Landlord to observe the obligations of the Tenant under this Lease as the same relate to the space assigned or sublet (except, in the case of a sub-lease, the Tenant's covenant to pay Rent) by entering into an assumption agreement with the Landlord and the Tenant, in the Landlord's then-standard form, and shall pay the Landlord's then-current processing charge and solicitor's fees and disbursements for preparing such agreement. The Tenant further agrees that if the Landlord consents to any such assignment or subletting, the Tenant shall be responsible for Improvements and all other expenses, costs, and charges with respect to or arising out of any such assignment or subletting. Notwithstanding any such consent being given by the Landlord and such assignment or subletting being effected, the Tenant shall remain bound to the Landlord for the fulfilment of all the terms, covenants, conditions, and agreements herein contained. Any consent by the Landlord to any assignment or subletting shall not constitute a waiver of the requirement for consent by the Landlord to any subsequent assignment or subletting by either the Tenant or any assignee or sub-tenant.

10.7 Landlord Not to Unreasonably Withhold Consent

If the Tenant complies with clauses 10.3 and 10.4 and the Landlord does not exercise an option provided to the Landlord under clause 10.4, then the Landlord's consent to a proposed assignment or sublet shall not be unreasonably withheld. The Tenant acknowledges that the Landlord shall not be liable to the Tenant in damages, where, in giving good faith consideration to any request of the Tenant hereunder, it withholds its consent to a proposed assignment or sublease.

10.8 Terms of Consent

If the Landlord consents in writing to an assignment or sub-lease as contemplated herein, the Tenant may complete such assignment or sub-lease subject to the following covenants and conditions:

- (a) no assignment or sub-lease shall be valid and no assignee or sub-tenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sub-lease has been delivered to the Landlord; and
- (b) all "Excess Rent", as hereinafter defined, derived from such assignment or sub-lease shall be payable to the Landlord. The Excess Rent shall be deemed to be and shall be paid by the Tenant to the Landlord as Rent. The Tenant shall pay the Excess Rent to the Landlord immediately as and when such Excess Rent is receivable by the Tenant.

As used herein, "Excess Rent" means the amount by which the total money and other economic consideration to be paid by the assignee or sub-tenant as a result of an assignment or sub-lease, whether denominated as Rent or otherwise, exceeds, in the aggregate, the total amount of Annual Base Rent and Additional Rent which the Tenant is obligated to pay to the Landlord under this Lease, pro-rated for the portion of the Remises being assigned or sublet, less the reasonable costs paid by the Tenant for additional improvements installed in the portion of the Premises subject to such assignment or sub-lease by the Tenant at the Tenant's sole cost and expense for the specific assignee or sub-tenant in question, reasonable leasing costs (such as brokers' commissions and the fees payable to the Landlord under clause 10.1) paid by the Tenant in connection with such assignment or sub-lease, and the amount of Annual Base Rent and Additional Rent the Tenant is obligated to pay the Landlord under this Lease, pro-rated for the portion of the Premises being assigned or sublet that is not occupied or used by the Tenant, until the date of such assignment or sub-lease. In determining the amounts to be deducted from Excess Rent in each monthly payment period in respect of the Tenant's costs of assigning or sub-leasing, such costs shall be amortized without interest over the Term (in the case of an assignment) or Term of the sub-lease (in the case of a sub-lease) on a straight line basis.

11. FIXTURES AND IMPROVEMENTS

11.1 Installation of Fixtures and Improvements

The Tenant will not make, erect, install, or alter any Leasehold Improvements in the Premises any safe or special lock in the Premises, or any apparatus for illumination, air conditioning, cooling, heating, refrigerating, or ventilating the Premises, in any case without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold. In making, erecting, installing, or altering any Leasehold Improvements the Tenant shall comply with the tenant construction guidelines as established by the Landlord from time to time, and shall obtain all required building and occupancy permits and comply with all laws of all authorities having jurisdiction. The Tenant's request for any approval hereunder shall be in writing and be accompanied by a reasonably detailed description of the contemplated work and, where appropriate, plans, working drawings, and specifications. All work to be performed in the Premises shall be performed by competent contractors and subcontractors and shall be performed and completed in a good and workmanlike manner.

11.2 Liens and Encumbrances on Fixtures and Improvements

In connection with the making, erection, installation, or alteration of Leasehold Improvements and trade fixtures, and all other work or installations made by or for the Tenant in the Premises the Tenant shall comply with all of the provisions of the *Builders Lien Act*, S.B.C. 1997, c. 45 and amendments thereto, and other statutes from time to time applicable thereto (including any provision requiring or enabling the retention of portions of any sums payable by way of holdbacks), shall permit the Landlord to take all steps to enable the Landlord to obtain the benefit of the provisions of the *Builders Lien Act*, and, except as to any lawful holdback, shall promptly pay all accounts relating thereto. The Tenant shall not create any mortgage, conditional sale agreement, general security agreement under the

Personal Property Security Act, R.S.B.C. 1996, c. 359 and amendments thereto, or other encumbrance in respect of its Leasehold Improvements or trade fixtures, or permit any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance to attach to the Premise.

11.3 Discharge of Liens and Encumbrances

If and when any builders' or other lien for work, labour, service, or materials supplied to or for the Tenant or for the cost of which the Tenant may be in any way liable or claims therefore shall arise or be filed or any such mortgage, conditional sale agreement, general security agreement under the *Personal Property Security Act*, or other encumbrance shall attach, the Tenant shall within 20 days after receipt of notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law, and failing which the Landlord may in addition to all other remedies hereunder avail itself of its remedy under clause 16.1 and may make any payments required to procure the discharge of any such liens or encumbrances, and shall be entitled to be reimbursed by the Tenant as provided in clause 16.1, and its right to reimbursement shall not be affected or impaired if the Tenant shall then or subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off, or defence.

11.4 Removal of Fixtures and Improvements

All Leasehold Improvements in or upon the Premises shall immediately upon affixation be and become the Landlord's property without compensation therefore to the Tenant. Except to the extent otherwise expressly agreed by the Landlord in writing, no Leasehold Improvements shall be removed by the Tenant from the Premises or License Area either during or at the expiration or sooner termination of the Term, except that:

- (a) the Tenant may at the end of the Term remove its trade fixtures;
- (b) the Tenant shall at the end of the Term remove such of the Leasehold Improvements and trade fixtures as the Landlord shall require to be removed; and
- (c) the Tenant shall remove its furniture and equipment at the end of the Term, and also during the Term in the usual and normal course of its business where such furniture or equipment has become excess for the Tenant's purposes or the Tenant is substituting therefore new furniture and equipment.
- (d) all Leasehold Improvements shall be insured by the Tenant as described in Section 12.2 (b) unless otherwise agreed in writing by the Landlord.

The Tenant shall, in the case of every removal either during or at the end of the Term, immediately make good any damage caused to the Premises or License Area by the installation and removal.

11.5 Alterations by Landlord

The Landlord reserves the right from time to time to make alterations and additions to the Premises, provided that in exercising any such rights, the Landlord will take reasonable steps to minimize any interference cause to the Tenant's operations in the Premises but by exercising any such rights, the Landlord shall not be deemed to have constructively evicted the Tenant or otherwise to be in breach of this Lease, nor shall the Tenant be entitled to any abatement of Rent or other compensation from the Landlord.

12. INSURANCE AND LIABILITY

12.1 Landlord's Insurance

The Landlord shall be deemed to have insured (for which purpose it shall be a co-insurer, if and to the extent that it shall not have insured) the Premises and all improvements and installations made by the Landlord in the Premises except to the extent hereinafter specified, in respect of perils and to amounts and on terms and conditions which from time to time are insurable at a reasonable premium and which are normally insured by reasonably prudent owners of properties similar to the Premises, as from time to time determined at reasonable intervals (but which need not be determined more often than annually) by insurance advisors selected by the Landlord, and whose written opinion shall be conclusive. Upon the request of the Tenant from time to time the Landlord will furnish a statement as to the perils in respect of which and the amounts to which it has insured the Premises. The Landlord may maintain such other insurance in such amounts and upon such Terms as would normally be carried by a prudent owner.

12.2 Tenant's Insurance

The Tenant shall take out and keep in force during the Term:

- (a) comprehensive general liability (including bodily injury, death and property damage) insurance on an occurrence basis with respect to the business carried on, in, or from the Premises and the Tenant's use and occupancy thereof, of not less than \$2,000,000 per occurrence, which insurance shall include the Landlord as a named insured and shall protect the Landlord in respect of claims by the Tenant as if the Landlord were separately insured, shall include a cross liability clause and have a deductible of not more than \$5,000 per occurrence or claim; and
- (b) insurance in such amounts as may be reasonably required by the Landlord in respect of fire and other such perils, including sprinkler leakage, as are from time to time defined in the usual extended coverage endorsement covering the Tenant's trade fixtures and the furniture and equipment of the Tenant and (except as to Insured Damage) all Leasehold Improvements in the Premises, and which insurance shall include the Landlord as a named insured as the Landlord's interest may appear with respect to the insured Leasehold Improvements and provided that any proceeds recoverable in the event of loss to Leasehold Improvements;

and if the Landlord shall require the same from time to time, then also:

- (c) tenant's fire legal liability insurance in an amount not less than the actual cash value of the Premises; and
- (d) insurance upon all plate glass in or which forms a boundary of the Premises in an amount sufficient to replace all such glass; and
- (e) motor vehicle insurance for all motor vehicles used by the Tenant in the conduct of its business shall have a minimum public liability and third party property damage insurance coverage of at least \$2,000,000.

All insurance required to be maintained by the Tenant hereunder shall be on terms and with insurers to which the Landlord has no reasonable objection and shall provide that such insurers shall provide to the Landlord 30 days' prior written notice of cancellation or material alteration of such terms.

The Tenant shall furnish to the Landlord the completed certificate as set out in Schedule D or other evidence acceptable to the Landlord as to the insurance within 14 days of the execution of this agreement. Failure to provide such documents shall constitute default resulting in termination of this agreement. The Tenant shall also furnish to the Landlord certificates of other evidence acceptable to

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the Landlord as to the insurance from time to time required to be effected by the Tenant and its renewal or continuation in force, either by means of a certified copy of the policy or policies which, in the case of comprehensive general liability insurance, shall provide such information as the Landlord reasonably requires. If the Tenant shall fail to take out, renew and keep in force such insurance the Landlord may do so as the agent of the Tenant and the Tenant shall repay to the Landlord any amounts paid by the Landlord as premiums forthwith upon demand.

12.3 Limitation of Landlord's Liability

The Tenant agrees that:

- (a) the Landlord shall not be liable for any bodily injury to or death of, or loss or damage to any property belonging to, the Tenant or its employees, invitees, or licensees or any other person in, on, or about the Premises, or for any interruption of any business carried on in the Premises, and, without limiting the generality of the foregoing, in no event shall the Landlord be liable:
 - (i) for any damage other than Insured Damage or for bodily injury or death of anyone which results from fire, explosion, earthquake, flood, falling plaster, steam, gas, electricity, water, rain, snow, dampness, or leaks from any part of the Premises or from the pipes, appliances, electrical system, plumbing works, roof, sub-surface, or other part or parts of the Premises of property, or from the streets, lanes, and other properties adjacent thereto;
 - (ii) for any damage, injury, or death caused by anything done or omitted by the Tenant or any of its servants or agents or by any other person;
 - (iii) for the non-observance or the violation of any provision of any of the rules and regulations of the Landlord in effect from time to time or of any lease by another tenant or premises in the same building or on the same property or any concessionaire, employee, licensee, agent, customer, officer, contractor, or other invitee of any of them, or by anyone else;
 - (iv) for any act or omission (including theft, malfeasance, or negligence) on the part of any agent, contractor, or person from time to time employed by it to perform janitorial services, security services, supervision, or any other work in or about the Premises or the property;
 - (v) for the failure to do anything required to be done by the Landlord.
- (b) The Tenant releases and discharges the Landlord from any and all action, causes of action, claims, damages, demands, expenses, and liabilities which the Tenant now or hereafter may have, suffer, or incur which arise from any matter for which the Landlord is not liable under sub-clause 12.3(a), notwithstanding that negligence or other conduct of the Landlord or anyone for whose conduct the Landlord is responsible may have caused or contributed to such matter.

12.4 Indemnity of Landlord

The Tenant agrees to indemnify and save harmless the Landlord in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the conduct of any work by or any act or omission of the Tenant or any assignee, sub-tenant, agent, employee, contractor, invitee, or licensee of the Tenant, and in respect of all costs, expenses, and liabilities incurred by the Landlord in connection with or arising out of all such claims including the expenses of any action or proceeding pertaining thereto, and in respect of any loss, costs, expense, or damage suffered or incurred by the

Landlord arising from any breach by the Tenant of any of its covenants and obligations under this Lease. This indemnity shall survive the expiry or termination of this Lease.

13. ENVIRONMENTAL MATTERS

(a) Definitions

For the purposes of this Section and Agreement, the following terms shall have the following meanings:

(i) **"Contaminants"** means any radioactive materials, asbestos materials, urea formaldehyde, underground or above ground tanks, pollutants, deleterious substances, dangerous substances or goods, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is now or hereafter prohibited, controlled or regulated under Environmental Laws;

(ii) **"Environment"** includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill and lands submerged under water) and water (including oceans, lakes, rivers, streams, ground water and surface water);

(iii) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Premises now or hereafter in force with respect in any way to the Environment, health, occupational health and safety, product liability or transportation of dangerous goods, including the principles of common law and equity; and

(iv) **"Release"** includes any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal or dumping.

(b) Tenant's Representations and Warranties

The Tenant represents and warrants to the City, and acknowledges that the City is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:

(i) except as disclosed to the City in writing, the Tenant is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order or any other or proceeding under any Environmental Laws; and

(ii) except as disclosed to and approved in writing by the City, the Tenant's business at the Premises does not involve the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with any Contaminants.

If any of the representations and warranties contained in this section are untrue or incorrect in any material respect, the same shall constitute a breach of this Agreement by the Tenant.

(c) Condition of Premises

The Tenant acknowledges and agrees that the City has made no representations or warranties with respect to the environmental condition of the Premises and is leasing the Premises to the Tenant under this Agreement on an "as is, where is" basis with respect to their environmental condition. Prior to taking possession of the Premises under this Agreement, the Tenant has performed such investigations of the Premises as it considered appropriate and is satisfied as to their environmental condition.

(d) Use of Contaminants

The Tenant shall not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, handling, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants, without the prior written consent of the City, which consent may be unreasonably and arbitrarily withheld. Without limiting the generality of the foregoing, the Tenant shall in no event use, and does not plan or intend to use, the Premises to dispose of, handle or treat any Contaminants in a manner that, in whole or in part, would cause the Premises, or any adjacent property to become a contaminated site under Environmental Laws.

(e) Compliance with Environmental Laws

The Tenant shall promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises under or pursuant to this Agreement, including without limitation obtaining all required permits or other authorizations.

(f) Evidence of Compliance

The Tenant shall promptly provide to the City a copy of any environmental site investigation, assessment, audit or report relating to the Premises conducted by or for the Tenant at any time before, during or after the Term (or any renewal thereof). The Tenant shall, at its own cost at the City's request from time to time, obtain from an independent environmental consultant approved by the City an environmental site investigation of the Premises or an environmental audit of the operations at the Premises, the scope of which shall be satisfactory to the City and shall include any additional investigations that the environmental consultant may recommend. The Tenant shall, at the City's request from time to time, provide the City with a certificate of a senior officer of the Tenant certifying that the Tenant is in compliance with all Environmental Laws and that no adverse environmental occurrences have taken place at the Premises, other than as disclosed in writing to the City.

(g) Confidentiality of Environmental Reports

The Tenant shall maintain all environmental site investigations, assessments, audits and reports relating to the Premises in strict confidence and shall not disclose their terms or existence to any third party (including without limitation, any governmental authority) except as required by law, to the Tenant's professional advisers and lenders on a need to know basis or with the prior written consent of the City, which consent may be unreasonably withheld.

(h) Records

The Tenant shall maintain at the Premises all environmental and operating documents and records, including permits, licences, orders, approvals, certificates, authorizations, registrations and other such records, relating to the operations at the Premises, which may be reviewed by the City at any time during the Term on twenty-four (24) hours' prior written notice, except in the case of an emergency, when no prior notice shall be required.

(i) Access by City

Without relieving the Tenant of any of its obligations under this Agreement, the Tenant shall, at such reasonable times as the City requires, permit the City to enter and inspect the Premises and the operations conducted at the Premises, to conduct tests and environmental investigations, to remove samples from the Premises, to examine and make copies of any documents or records relating to the

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Premises, to interview the Tenant's employees and to take such steps as the City deems necessary for the safety and preservation of the Premises.

(j) Authorizations

The Tenant shall promptly provide to the City on request such written authorizations as the City may require from time to time to make inquiries of any governmental authorities regarding the Tenant's compliance with Environmental Laws.

(k) Notices

The Tenant shall promptly notify the City in writing of:

(i) any Release of a Contaminant or any other occurrence or condition at the Premises, or any adjacent property which could subject the Tenant, the City or the Premises to any fines, penalties, orders or proceedings under Environmental Laws;

(ii) any charge, order, investigation or notice of violation or non-compliance issued against the Tenant or relating to the operations at the Premises under any Environmental Laws; and

(iii) any notice, claim, action or other proceeding by any third party against the Tenant or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.

(iv) the Tenant shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Premises in accordance with Environmental Laws and failure by the Tenant to do so shall authorize, but not obligate, the City to notify the regulatory authorities.

(l) Removal of Contaminants

Prior to the expiry or earlier termination of this Agreement or at any time if requested by the City or required by any governmental authority pursuant to Environmental Laws, the Tenant shall, promptly at its own cost and in accordance with Environmental Laws, remove from the Premises any and all Contaminants, and remediate any contamination of the Premises, or any adjacent property resulting from Contaminants, in either case brought onto, used at or Released from the Premises by the Tenant or any person for whom it is in law responsible. [For greater certainty, the foregoing obligations of the Tenant shall include, without limitation, the treatment of water (including surface and ground water) and the remediation by removal of any soils containing Contaminants at levels exceeding the standards set as acceptable at the time of remediation by the applicable governmental authority, being with respect to soils, the standard applicable to property used for [commercial/industrial] purposes and with respect to water, as determined by the governmental authority given the character and use of water in the area of the Premises. Any soil so removed shall be promptly replaced by soil free of Contaminants at concentrations above the standard described in the preceding sentence.] The Tenant shall provide to the City full information with respect to any remedial work performed pursuant to this section and shall comply with the City's requirements with respect to such work. The Tenant shall use a qualified environmental consultant approved by the City to perform the remediation. The Tenant shall, at its own cost, obtain such approvals and certificates from the B.C. Ministry of Environment, Lands & Parks in respect of the remediation as are required under Environmental Laws or required by the City, including without limitation a certificate of compliance evidencing completion of the remediation satisfactory to the Ministry. The Tenant agrees that if the City reasonably determines that the City, its property, its reputation or the Premises is placed in any jeopardy by the requirement for any such remedial work, the City may, but shall be under no obligation to, undertake itself such work or any part thereof at the cost of the Tenant.

(m) Ownership of Contaminants

Notwithstanding any rule of law to the contrary, any Contaminants or leasehold improvements or goods containing Contaminants brought onto, used at, or Released from, the Premises by the Tenant or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the City, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or earlier termination of this Agreement. This section supersedes any other provision of this Agreement to the contrary.

(n) Indemnity

The Tenant shall indemnify and save harmless the City and its directors, officers, shareholders, employees, agents, successors and assigns, from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever (including without limitation, the full amount of all consulting and legal fees and expenses on a solicitor-client basis and the costs of removal, treatment, storage and disposal of Contaminants and remediation of the Premises, and any adjacent property) which may be paid by, incurred by or asserted against the City or its directors, officers, shareholders, employees, agents, successors or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Section by the Tenant or arising from or in connection with:

(i) any legal or administrative action, proceeding, investigation, demand, claim or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Laws; or

(ii) any Release or alleged Release of any contaminants at or from the Premises into the Environment,

related to or as a result of the use and occupation of the Premises by the Tenant or those for whom it is in law responsible or any act or omission of the Tenant or any person for whom it is in law responsible.

(o) Survival of Tenant's Obligations

The obligations of the Tenant under this Section (including, without limitation, the Tenant's indemnity, its obligation to remove and remediate Contaminants and its covenant of confidentiality) shall survive the expiry or earlier termination of this Agreement. The obligations of the Tenant under this Section are in addition to, and shall not limit, the obligations of the Tenant contained in other provisions of this Agreement.

14. SUBORDINATION, ATTORNMENT, REGISTRATION, AND CERTIFICATES

14.1 Tenant's Covenants

The Tenant agrees with the Landlord that:

(a) Sale or Financing of Building

The rights of the Landlord under this Lease may be mortgaged, charged, transferred, or assigned to a purchaser or purchasers, or to a mortgagee or trustee for bond holders, and in the event of a sale or of default by the Landlord under any mortgage, trust deed, or trust indenture and the purchaser, mortgagee, or trustee, as the case may be, duly entering into possession of the Premises, the Tenant agrees to attorn to and become the tenant of such purchaser or purchasers, mortgagee, or trustee under the terms of this Lease.

(b) Registration

The Tenant agrees that the Landlord shall not be obliged to deliver this Lease in form registrable under the *Land Title Act*, R.S.B.C. 1996, c. 250 and covenants and agrees with the Landlord not to register this Lease. If the Tenant desires to register under the *Land Title Act*, then all costs of preparing and registering all documents in connection therewith are to be borne by the Tenant.

(c) Certificates

The Tenant agrees with the Landlord that the Tenant shall promptly whenever requested by the Landlord from time to time execute and deliver to the Landlord and, if required by the Landlord, to any mortgagee (including any trustee under a trust deed or trust indenture) or prospective purchaser (as designated by the Landlord) a certificate in writing as to the status of this Lease at that time, including as to whether it is in full force and effect, is modified or unmodified, confirming the rental payable hereunder and the state of the accounts between the Landlord and Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease as to which the Landlord shall request a certificate. If the Tenant fails to do so within seven days after the Tenant receives the form of certificate, the Tenant hereby irrevocably and conclusively authorizes the Landlord to complete, execute, and deliver the certificate for, on behalf of, in the name of, and as agent of, the Tenant.

(d) Assignment by Landlord

In the event of the sale by the Landlord of the Premises or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that such purchaser or assignee has assumed the covenants and obligations of the Landlord hereunder, the Landlord shall, without further written agreement, be freed and relieved of liability upon such covenants and obligations.

15. OCCURRENCE OF DEFAULT

15.1 Unavoidable Delay

Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed, or restricted in the fulfilment of any obligations hereunder in respect of the supply or provision of any service or utility, the making any repair, the doing of any work or any other thing (other than the payment of Rent) by reason of civil commotion, war-like operation, invasion, rebellion, hostilities, sabotage, strike, or work stoppage, or being unable to obtain any material, service, utility, or labour required to fulfill such obligation or by reason of any statute, law, or regulation of or inability to obtain permission from any governmental authority having lawful jurisdiction preventing, delaying, or restricting such fulfilment, or by reason of other unavoidable occurrence other than lack of funds, the time for fulfilment of such obligation shall be extended during the period in which such circumstance operates to prevent, delay, or restrict the fulfilment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance, or discomfort thereby occasioned, nor shall Rent abate; but nevertheless the Landlord will use reasonable efforts to maintain services essential to the use and enjoyment of the Premises.

15.2 No Admission

The acceptance of any Rent from or the performance of any obligation hereunder by a person other than the Tenant shall not be construed as an admission by the Landlord of any right, title, or interest

of such person as a sub-tenant, assignee, transferee, or otherwise in the place and stead of the Tenant.

15.3 Part Payment

The acceptance by the Landlord of a part payment of any sums required to be paid hereunder shall not constitute waiver or release of the right of the Landlord to payment in full of such sums.

16. TENANT'S DEFAULT, REMEDIES OF LANDLORD, AND SURRENDER

16.1 Remedying by Landlord, Non-payment, and Interest

In addition to all the rights and remedies of the Landlord available to it in the event of any default hereunder by the Tenant, either by any other provision of this Lease or by statute or the general law, the Landlord:

- (a) shall have the right at all times to remedy or attempt to remedy any default of the Tenant, and in so doing may make any payments due or alleged to be due by the Tenant to third parties and may enter upon the Premises to do any work or other things therein, and in such event all expenses of the Landlord in remedying or attempting to remedy such default together with an administrative charge equal to 15% of the total of such expenses shall be payable by the Tenant to the Landlord forthwith upon demand;
- (b) shall have the same rights and remedies in the event of any non-payment by the Tenant of any amounts payable by the Tenant under any provision of this Lease as in the case of non-payment of Rent; and
- (c) shall be entitled to be reimbursed by the Tenant, and the Tenant shall forthwith pay the Landlord, the amount of all costs and expenses (including, without limitation, legal costs on a solicitor and own-client basis) incurred by the Landlord in connection with the default or in efforts to enforce any of the rights, or to seek any of the remedies, to which the Landlord is or may be entitled hereunder.

16.2 Remedies Cumulative

The Landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute or the general law, all of which rights and remedies are intended to be cumulative and not alternative, as the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord by statute or the general law.

16.3 Right of Re-entry on Default

Provided and it is expressly agreed that:

- (a) if and whenever the Rent hereby reserved or other moneys payable by the Tenant or any part thereof, whether lawfully demanded or not, are unpaid and the Tenant shall have failed to pay such Rent or other moneys within five days after the Landlord has given to the Tenant notice requiring such payment; or
- (b) if the Tenant shall breach or fail to observe and perform any of the covenants, agreements, provisos, conditions, rules, or regulations and other obligations on the part of the Tenant to be kept, observed, or performed hereunder and such breach or failure continues for 10 days after the Landlord has given the Tenant notice thereof; or

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- (c) if without the written consent of the Landlord the Premises shall be used by any other persons than the Tenant or its permitted assigns or permitted sub-tenants or for any purpose other than that for which the Premises were leased, or occupied by any persons whose occupancy is prohibited by this Lease; or
- (d) if the Premises shall be vacated or abandoned or remain unoccupied for 15 days or more while capable of being occupied; or
- (e) if any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment; or
- (f) if a receiver or receiver-manager is appointed of the business or property of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale, become bankrupt or insolvent or take the benefit of any statute now or hereafter in force for bankrupt or insolvent debtors or (if a corporation) shall take any steps or suffer any order to be made for its winding-up or other termination of its corporate existence; or
- (g) if any policy of insurance upon the Building from time to time effected by the Landlord shall be cancelled or about to be cancelled by the insurer by reason of the use or occupation of the Premises by the Tenant or any assignee, sub-tenant, or licensee of the Tenant or anyone permitted by the Tenant to be upon the Premises and the Tenant after receipt of notice in writing from the Landlord shall have failed to take such immediate steps in respect of such use or occupation as shall enable the Landlord to reinstate or avoid cancellation of (as the case may be) such policy of insurance; or
- (h) if the Landlord shall have become entitled to Terminate this Lease or to re-enter the Premises under any provision hereof;

then and in every such case it shall be lawful for the Landlord thereafter to enter into and upon the Premises or any part thereof in the name of the whole and the same to have again, repossess, and enjoy as of its former estate, anything in this Lease to the contrary notwithstanding. The Landlord may use such force as it may deem necessary for the purpose of gaining admittance to and re-taking possession of the Premises, and the Tenant hereby releases the Landlord from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith.

16.4 Termination and Re-entry

If and whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to all other rights and remedies, shall have the right to terminate this Lease by giving to the Tenant or by leaving upon the Premises notice in writing of such termination. Thereupon, this Lease and the term shall terminate, and the Tenant shall immediately deliver up possession of the Premises to the Landlord in accordance with clause 16.8.

16.5 Certain Consequences of Termination and Re-entry

If the Landlord re-enters the Premises or if this Lease is terminated by reason of any event set out in clause 16.3, then without prejudice to the Landlord's other rights and remedies:

- (a) the provisions of this Lease which relate to the consequences of termination, and the provisions of this Lease as they apply with respect to acts, events, and omissions which occurred prior to the termination, shall all survive such termination;
- (b) in addition to the payment by the Tenant of Rent and other payments for which the Tenant is liable under this Lease, Rent for the current month and the next ensuing

three months shall immediately become due and be paid by the Tenant or the person then controlling the Tenant's affairs; and

- (c) the Tenant or person then controlling the affairs of the Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord has incurred, and a reasonable estimate of the Landlord of expenses the Landlord expects to incur, in connection with the re-entering, terminating, re-letting, collecting sums due or payable by the Tenant, and storing and realizing upon assets seized, including without limitation brokerage fees, legal fees, and disbursements, the expenses of cleaning and making and keeping the Premises in good order, and the expenses of repairing the Premises and preparing them for re-letting.

16.6 Waiver of Distress and Bankruptcy

The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears. The Tenant will not sell, dispose of, or remove any of the fixtures, goods, or chattels of the Tenant from or out of the Premises during the Term without the consent of the Landlord, unless the Tenant is substituting new fixtures, goods, or chattels of equal value or is bona fide disposing of individual items which have become excess for the Tenant's purposes; and the Tenant will be the owner of its fixtures, goods, and chattels and will not permit them to become subject to any lien, mortgage, charge, or encumbrance. The Tenant agrees that it will not, without the Landlord's consent, repudiate or disclaim or attempt to repudiate or disclaim or seek any order to permit it to repudiate or disclaim this Lease in any bankruptcy, insolvency, re-organization, or other proceeding or court application, and, if required by the Landlord, waives in favour of the Landlord the benefit of s. 65.2 of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3 as amended, and any provision of similar import.

16.7 Re-letting and Sale of Personalty

Whenever the Landlord becomes entitled to re-enter upon the Premises under any provision of this Lease, the Landlord, in addition to its other rights, shall have the right as agent of the Tenant to enter the Premises and re-let them (for a Term or Terms shorter or longer than the balance of the Term, granting reasonable concessions in connection therewith), and to receive the Rent therefor, and as the agent of the Tenant to take possession of any furniture or other property thereon, and to sell the same at public or private sale without notice, and to apply the proceeds thereof and any Rent derived from re-letting the Premises upon account of the Rent due and to become due under this Lease, and the Tenant shall be liable to the Landlord for the deficiency, if any.

16.8 Surrender on Termination

Forthwith upon the termination of this Lease, whether by effluxion of time or otherwise, the Tenant shall vacate and deliver up possession of the Premises in a neat and tidy state and in good and substantial repair in accordance with the Tenant's obligation under this Lease to repair the Premises, but subject to the Tenant's rights and obligations in respect of removal in accordance with clause 11.4. At the same time the Tenant shall surrender to the Landlord at the place then fixed for the payment of Rent all keys and other devices which provide access to the Premises, the Building, or any part thereof and shall inform the Landlord of all combinations to locks, safes, and vaults, if any, in the Premises.

17. MISCELLANEOUS

17.1 Notices

Any notice required or contemplated by any provision of this Lease shall be given in writing, and if to the Landlord, either delivered to an executive officer of the Landlord or delivered or mailed (by

prepaid registered mail) to the Landlord at the address set out in sub-clause 1.1(a), or if the Landlord has given the Tenant notice of another address in Canada to which notices to the Landlord under this Lease are to be given, then to the last such address of which the Tenant has been given notice; and if to the Tenant, either delivered to the Tenant personally (or to a partner or officer of the Tenant if the Tenant is a firm or corporation) or delivered or mailed (by prepaid registered mail) to the Tenant at the Premises. Every such notice shall be deemed to have been given when delivered or, if mailed as aforesaid, upon the third business day after the day of mailing thereof in Canada provided that if mailed, should there be a mail strike, slowdown, or other labour dispute which might affect delivery of such notice between the time of mailing and the actual receipt of notice, then such notice shall only be effective if actually delivered.

17.2 Extraneous Agreements

The Tenant acknowledges that there are no covenants, representations, warranties, agreements, or conditions expressed or implied relating to this Lease, the Premises save as expressly set out in this Lease and in any agreement to lease in writing between the Landlord and the Tenant pursuant to which this Lease has been executed. In the event of any conflict between the terms of this Lease and such agreement to lease, the terms of this Lease shall prevail. This Lease may not be modified except by an agreement in writing executed by the Landlord and the Tenant, and no verbal agreements or conversations with any officer, agent, or employee of the City, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations herein contained.

17.3 Time of Essence

Time shall be of the essence in this Lease.

17.4 Enurement

This Lease and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and its heirs, executors, and administrators and the permitted successors and permitted assigns of the Tenant.

17.5 References to Tenant

References to the Tenant shall be read with such changes in gender as may be appropriate, depending upon whether the Tenant is a male or female person or a firm or corporation. If the Tenant is comprised of more than one person or entity, then each such person and entity is jointly and severally bound by the representations, warranties, agreements, and covenants of the Tenant herein and any notice given or deemed to have been given at any time to any such person or entity shall be deemed to have been given at the same time to each other such person and entity.

17.6 Frustration

Notwithstanding the occurrence or existence of any event or circumstance or the non-occurrence of any event or circumstance, and so often and for so long as the same may occur or continue which, but for this clause, would frustrate or void this Lease, and notwithstanding any statutory provision to the contrary, the obligations and liability of the Tenant hereunder shall continue in full force and effect as if such event or circumstance had not occurred or existed.

17.7 Waiver

No condoning, excusing, or overlooking by the Landlord or Tenant of any default, breach, or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach, or non-observance or so as to defeat or



affect in any way the rights of the Landlord or the Tenant herein in respect of any such continuing or subsequent default or breach, and no acceptance of Rent by the Landlord subsequent to a default by the Tenant (whether or not the Landlord knows of the default) shall operate as a waiver by the Landlord, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

17.8 Governing Law and Severability

This Lease shall be governed by and construed in accordance with the laws in force in the province of British Columbia. The venue of any proceedings taken in respect of or under this Lease shall be Kelowna, British Columbia as long as such venue is permitted by law, and the Tenant shall consent to any application by the Landlord to change the venue to Kelowna, British Columbia of any proceedings taken elsewhere. The Landlord and the Tenant agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the said provision or provisions had never been included.

17.9 Captions

The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, or enlarge the scope or meaning of this Lease or of any provision thereof.

17.10 Acceptance

The Tenant accepts this Lease, to be held by it as tenant, and subject to the conditions, restrictions, and covenants above set forth. The acceptance of possession of the Premises shall be conclusive evidence as against the Tenant that at the Commencement Date of the Term the Landlord had duly completed all work required to be completed by the Landlord prior to the Commencement Date of the Term and the Premises were in good order and satisfactory condition for the commencement of the work and business of the Tenant.

17.11 Deposit

If the Landlord is holding any deposit in connection with this Lease, then unless the Landlord agreed in writing to different arrangements at the time the Landlord received the deposit, the deposit shall be held by the Landlord on a non-interest bearing basis to be applied to the Annual Base Rent for that month of the Term during which Annual Base Rent is first payable hereunder.

17.12 Expropriation

If at any time during the Term the interest of the Tenant under this Lease or the whole or any part of the Premises shall be taken by any lawful power or authority by the right of expropriation, the Landlord may at its option give notice to the Tenant terminating this Lease on the date when the Tenant or Landlord is required to yield up possession thereof to the expropriating authority. Upon such termination, or upon termination by operation of law, as the case may be, the Tenant shall immediately surrender the Premises and all its interest therein, Rent shall abate and be apportioned to the date of termination, the Tenant shall forthwith pay to the Landlord the apportioned Rent and all other amounts which may be due to the Landlord up to the date of termination, and clause 16.9 shall apply. The Tenant shall have no claim upon the Landlord for the value of its property or the unexpired Term of this Lease, but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interests in the Premises, and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award

of compensation made to the Landlord specifically includes an award to the Tenant, the Landlord shall account therefore to the Tenant. In this clause the word "expropriation" shall include a sale by the Landlord to an authority with powers of expropriation, in lieu of or under threat of expropriation.

17.13 Statutory Functions

Nothing contained herein shall impair or affect in any way the exercise by the Landlord of its functions and authority under any enactment, constating document, law, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Lease.

SIGNED, SEALED AND DELIVERED by the Landlord in the presence of:

The City of Kelowna, by its Authorized)
Signatories:)

Mayor)

City Clerk)

Witness)

Address)

Occupation)

Marni Manegre)



Witness)

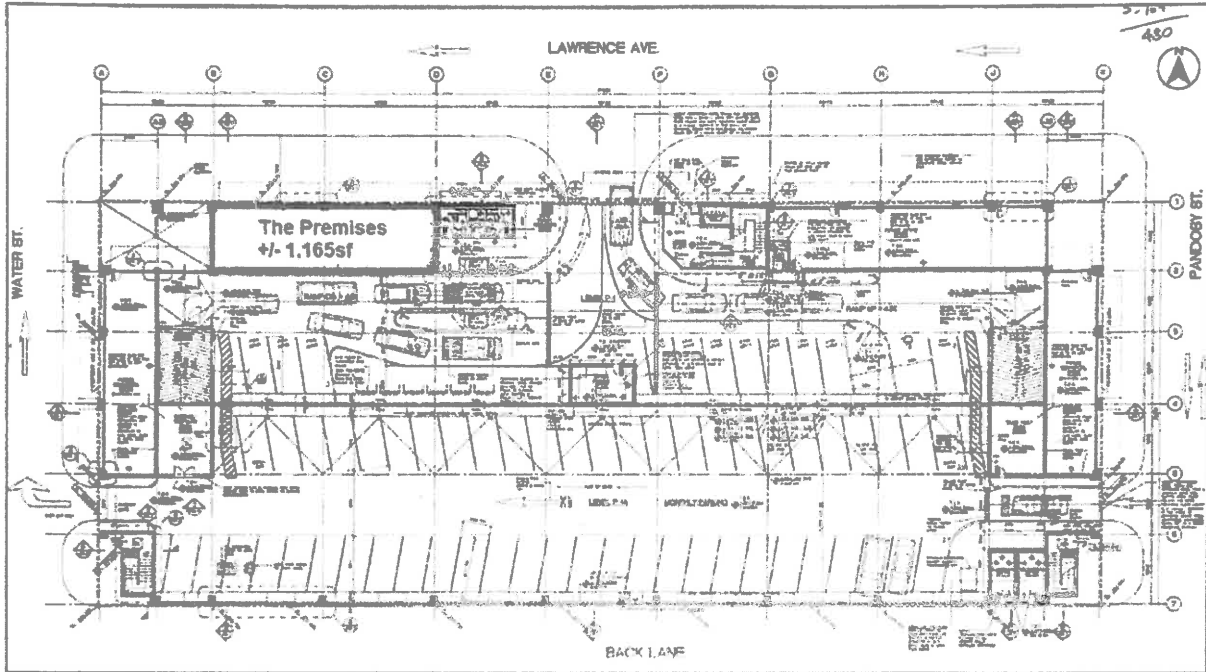
Address)

Occupation)

2328 Country Club Dr
Kelowna BC V1V2A6
Technical Manager

SCHEDULE A

PLAN OF THE LEASED PREMISE



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SCHEDULE B

DEFINITIONS

To Lease Premises at Chapman Parkade Building, Lawrence Avenue, Kelowna, British Columbia

DEFINITIONS

In this Lease the following expressions shall have the following meanings:

"Additional Rent" means all sums of money to be paid by the Tenant, whether to the Landlord or otherwise under this Lease, except for Annual Base Rent and Goods and Services Tax payable by the Tenant.

"Annual Base Rent" means the annual Rent set out in sub-clause 1.1(g) and payable by the Tenant as set forth in clause 4.2.

"Basic Terms" means those terms set out in clause 1.1,

"Building" means the Chapman Parkade Building located on Lawrence Avenue in the City of Kelowna, Province of British Columbia on lands legally described as Lot A, Plan 39412, O.D.Y.D.

"Commencement Date" means the date the Term commences as set forth in or determined under sub-clause 1.1(e) and subject to clause 3.2.

"Current Market Rent" means that Rent that would be paid for improved commercial space in commercial Buildings of similar age and location in Kelowna, British Columbia, as between persons dealing in good faith and at arms; length, without reduction for any cash payment, leasehold improvement allowance, Rent-free period or other inducement.

"Goods and Services Tax" means and includes any and all Goods and Services Taxes, sales Taxes, value added Taxes, business transfer Taxes, or any other Taxes imposed on the Landlord or the Tenant from time to time in respect of the Rent payable by the Tenant to the Landlord under this Lease or the Rental of the Premises or the provision of any goods, services, or utilities whatsoever by the Landlord to the Tenant under this Lease, whether characterized as a Goods and Services Tax, sales, tax, value added tax, business transfer tax, or otherwise.

"Insured Damage" means that part of any damage occurring to any portion of the Premises for which the Landlord is responsible, of which the entire cost of repair is actually recoverable by the Landlord under a policy of insurance in respect of fire and other perils from time to time effected by the Landlord, or, if and to the extent that the Landlord has not insured and is deemed to be a co-insurer or self-insurer under clause 12.1, would have been recoverable had the Landlord effected insurance in respect of perils, to amounts and on terms for which it is deemed to be insured.

"Land" means that parcel of land, on Lawrence Avenue in the City of Kelowna, Province of British Columbia, more particularly described as Lot A, Plan 39412, ODYD.

"Lease Year" means, in the case of the first Lease Year, the period beginning on the Commencement Date and terminating 12 months from the last day of the calendar month in which the Commencement Date occurs (except that if the Commencement Date occurs on the first day of a calendar month, the first Lease Year shall terminate on the day prior to the first anniversary of the Commencement Date) and, in the case of each subsequent Lease Year, means each 12-month period after the first Lease Year.

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"Premises" means that portion of the Building having the municipal address and located on the floor(s) set out in sub-clause 1.1(c), containing the aggregate number of square feet, more or less, of Rentable Area which is set out in sub-clause 1.1(c) and having the appropriate location and configuration shown cross-hatched on the plan(s) attached as Schedule A.

"Leasehold Improvements" means all fixtures, improvements, installations, alterations, and additions now or from time to time hereafter made, erected, or installed, whether by the Tenant, the Landlord or anyone else, in the Premises or in other premises in the Building with the exception of trade fixtures and furniture and equipment not of the nature of fixtures, but includes all partitions however fixed (including movable partitions) and includes all wall-to-wall carpeting with the exception of such carpeting where laid over vinyl tile or other finished floor and affixed so as to be readily removable without damage.

"Prime Rate" means that rate of interest declared from time to time by the main branch, Bank of Montreal, Kelowna, British Columbia, to the Landlord as the annual rate of interest.

"Rent" means and includes the Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except for Goods and Services Tax payable by the Tenant.

"Rentable Area", whether in the case of a whole floor of the Building or in the case of premises comprising part of a floor of the Building, shall be determined by the Landlord's architect or Land surveyor according to the American National Standard Method for Measuring Floor Areas in Office Building ANSI 565.1 - 1980 (re-affirmed 1989), as published by the Building Owners and Managers Association International and in effect as at the Commencement Date.

"Taxes" means all Taxes, rates, duties, levies, and assessments whatsoever, whether municipal, parliamentary, or otherwise, which are levied, imposed, or assessed against or in respect of the Building, the Land, which are from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, including, without limitation, those levied, imposed, or assessed for education, schools and local improvements.

"Tax Cost" for any calendar year means an amount equal to the aggregate, without duplication, of all Taxes in respect of such calendar year.

"Tenant's Share" means the proportion of Taxes attributed to the Premises.

"Term" means the Term of this Lease set forth in sub-clause 1.1(e) and any renewal or extension thereof and any period of permitted overholding.

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SCHEDULE C

RULES AND REGULATIONS

The Tenant shall observe the following Rules and Regulations (as amended, modified, or supplemented from time to time by the Landlord as provided in the Lease):

1. The Tenant shall not use or permit the use of the Premises in such manner as to create any objectionable noises, odours, or other nuisance or hazard, or breach any applicable provisions of municipal bylaw or other lawful requirements applicable thereto or any requirements of the Landlord's insurers and shall keep the Premises tidy and free from rubbish, and shall leave the Premises at the end of each business day in a neat and tidy condition.
2. The Tenant shall not abuse, misuse, or damage the Premises or any of the improvements or facilities therein, and in particular shall not deposit rubbish in any plumbing apparatus or use it for other than purposes for which it is intended, and shall not deface or mark any walls or other parts of the Premises.
3. The Tenant shall not perform, patronize, or (to the extent under its control) permit any canvassing, soliciting, or peddling in the Building.
4. The Tenant shall not do anything that causes damage to the Building or in any way impairs the rights of the Landlord as owner of the Building.
5. The Tenant shall permit the entry of the Landlord at reasonable times into the Premises for the purposes of inspection and other lawful purposed.
6. The Tenant shall refer to the Building only by the name from time to time designated by the Landlord for it and shall use such name only for the business address of the Premises and not for any promotion or other purpose.

The foregoing Rules and Regulations, as from time to time amended, are not necessarily of uniform application, but may be waived in whole or in part in respect of other tenants without affecting their enforceability with respect to the Tenant and the Premises, and may be waived in whole or in part with respect to the Premises without waiving them as to future application to the Premises, and the imposition of Rules and Regulations shall not create or imply an obligation of the Landlord to enforce them or create any liability of the Landlord for their non-enforcement.



SCHEDULE D

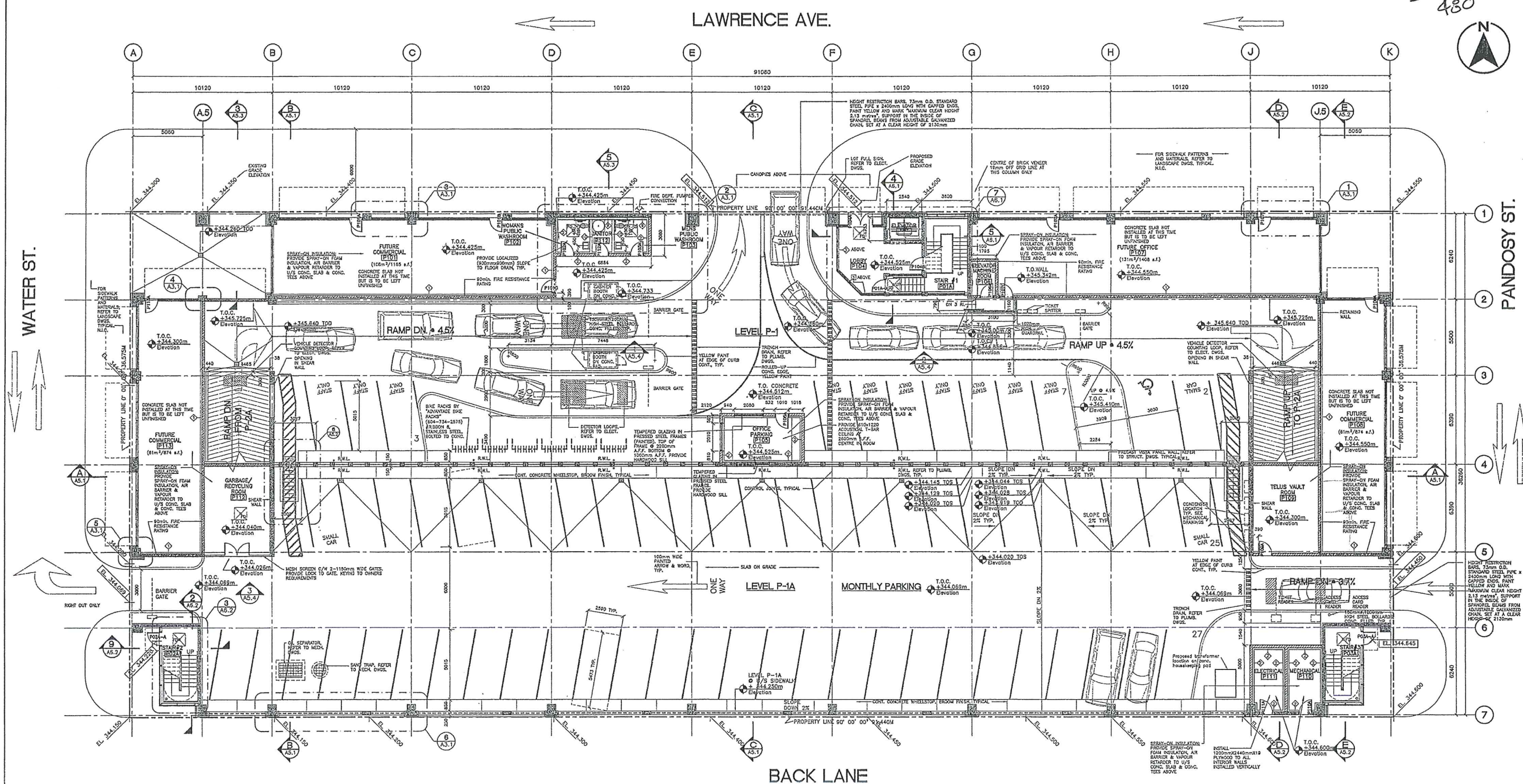
Tenant Responsibility Checklist						
Marni Manegre		Provided by the City, Cost borne by the City	Provided by the City, Cost borne by the Tenant	Provided by the Tenant, Cost borne by the City	Provided by the Tenant, Cost borne by the tenant	Does not apply
Boiler operating permits					x	
Electrical field safety representative					x	
Electrical operating permit					x	
Electrical system preventative maintenance					x	
Electrical system repairs					x	
Electrical/lights - lamp & tube replacement					x	
Elevator equipment repairs (liability limit)		x				
Elevator maintenance contract		x				
Elevator operating permits		x				
Emergency lighting testing & repairs					x	
Exterior doors, windows, facades, etc.					x	
Fire alarm system repairs					x	
Fire alarm system testing & inspection contracts					x	
Fire extinguisher monthly & annual inspections					x	
Fire safety plan and fire drills					x	
Fire sprinkler system repairs		x				
Fire sprinkler system testing and inspection contracts		x				
Furnishings (maintain & replace)					x	
Garbage removal					x	
HVAC preventative maintenance		x				
HVAC repairs		x				
Insurance - automotive					x	
Insurance - liability					x	
Insurance - property, building		x				
Insurance - tenant owned furnishings & fixtures					x	
Insurance - tenant owned operation equipment, computers, & furnishings					x	
Interior walls, flooring, doors, ceilings, etc.					x	
Internet					x	
Janitorial services & supplies					x	
Kitchen Exhaust Hood preventative maintenance						x

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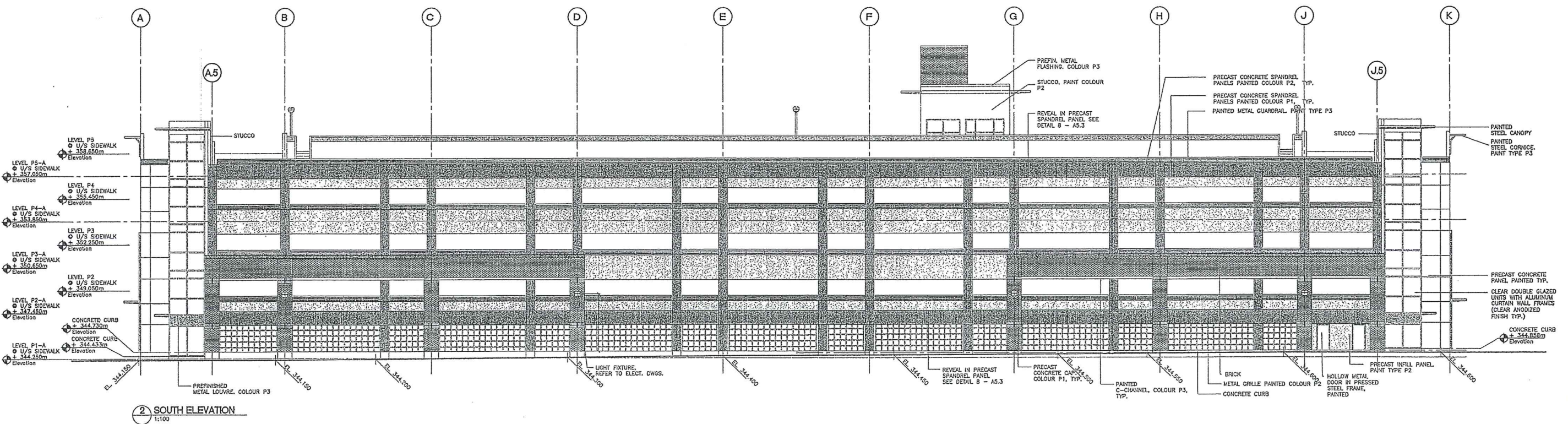
Kitchen Exhaust Hood repairs					x
Kitchen Hood Fire suppression system preventative maintenance					x
Kitchen Hood Fire suppression repairs					x
Kitchen Hood Fire suppression testing					x
Landscape maintenance				x	
Licences & permits				x	
Parking lots - lighting, parking lines, sweeping, asphalt, signage, drainage etc.	x				
Pest control				x	
Plumbing system preventative maintenance				x	
Plumbing system repairs				x	
Recycling program				x	
Roof inspection & maintenance	x				
Roof repairs	x				
Security system				x	
Signage				x	
Snow removal				x	
Taxes				x	
Telephone				x	
Tenant improvements				x	
Tenant improvements - Maintenance				x	
Tree removal					x
Utilities - electricity				x	
Utilities - natural gas				x	
Utilities - propane				x	
Utilities - water, sewer				x	
Vandalism (exterior)	x				
Vandalism (interior)				x	
Window Cleaning (exterior)	x				
Window Cleaning (interior)				x	

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1-52+12
2-104
3-104
4-104
5-104
480



2 A 010701 ISSUED FOR CONSTRUCTION APPENDIX INCORPORATED				1 - 20AUG01 ISSUED FOR BUILDING PERMIT AND TENDER			
REV	DATE	DESCRIPTION	REV	DATE	DESCRIPTION	REV	DATE
THIS DRAWING AND DESIGN MAY NOT BE USED ON OTHER PROJECTS WITHOUT WRITTEN PERMISSION FROM PBK ARCHITECTS INC. COPYRIGHT © 1997. ALL RIGHTS RESERVED.				SEAL			
PBK Architects Inc. 1770 WEST 7th Avenue Suite 200 VANCOUVER, BC V6J 4Y6 TEL: (604) 736-5329 FAX: (604) 738-1519				CITY OF KELOWNA CHAPMAN PARKADE			
DRAWN J.F./P.W. CHECKED K.G. APPROVED P.D. SCALE 1:100 DATE 14/06/01				ARCHITECTURAL P1 FLOOR PLAN			
PROJECT NO. 01507				DRAWING NO. A21			

34
REV
A

***Market Rent Estimate
Chapman Parkade Leases
315 - 375 Lawrence Avenue
Kelowna, British Columbia***

PREPARED FOR:

***CITY OF KELOWNA
1435 WATER STREET
KELOWNA, BRITISH COLUMBIA***



Kent Macpherson

Adrian Rizzo, AACI, P. App

January 21, 2013



Kent Macpherson

January 21, 2013

City of Kelowna
1435 Water Street
Kelowna, BC
V1Y 1J4

Attention: Tammy Abrahamson, Property Manager

Dear Madam:

**Re: Market Rent Estimate
Chapman Parkade Commercial Units
315 - 375 Lawrence Ave
Kelowna, British Columbia**

As requested, a current market rental review has been completed regarding the above described property. The primary purpose of the appraisal is to estimate the current triple net market rental rate for the commercial tenancies within the subject property in order to assist in lease renewal negotiation. The effective date of the current value estimate is January 15, 2013. The rental value of the subject as of the effective date of appraisal is estimated at **\$14.50 per square foot for 315 and 375 Lawrence Avenue and \$15.00 per square foot for 1615 Water Street and 1616 Pandosy Street.**

A summarized description and analysis leading to the conclusion of the estimated market rental rate is included in the attached report. This report contains 22 pages of text and an Addenda of 2 exhibits. Should you require further information or discussion regarding this report, please do not hesitate to contact the writer.

Sincerely,

KENT-MACPHERSON

Per:


Adrian Rizzo, AACI, P. App.

Dennis Parkhill, AACI, P.App, RI
Rodney S. Cook, AACI, P.App, RI, C.Arb.
Lionel B. Hoffmann, AACI, P.App, BBA

Sean Hughes, AACI, P.App, RI
Russ Martinuik, AACI, P.App
D. Allan Beatty, AACI, P.App

Adrian Rizzo, AACI, P.App
Clifford Smirl, AACI, P.App

Marni Manegre.
Wine & Art
[REDACTED], Kelowna BC,

September 2, 2014

I'm very pleased to enclose my business plan for Wine & Art. Inside, you'll find a wealth of information about my business, a thorough assessment of opportunities in the marketplace, and a detailed plan for seizing them. I look forward to the possibility of working with you to make Wine & Art a success in the coming months and years.

I am eager to hear your comments and answer any questions you may have. You can reach me at [REDACTED].

Thank you for your time and attention.

Sincerely,

Marni Manegre.

Wine & Art

Business Plan

September 2, 2014

Executive Summary

Wine & Art is a new Wine Bar and Art Studio to exist downtown by the marina in Kelowna. This business would allow for customers to paint on a canvas while sipping wine and eating tapas. There will be brunch on the weekends and art classes instructed in the wine bar during the week. Kelowna is known for being in the heart of the wine region and for having a vibrant art community. This business would speak not only to tourists in this region, but also to members of the local art community. We are looking at sales of \$300,000/year, which would result in a net income of \$130,00/year and then increasing this by 10% for year 2. We are looking at leasing a location downtown to set up our wine bar. We have \$50,000 in cash for the business and are looking at borrowing \$100,000 to cover \$50,000 in New Assets, such as equipment for the kitchen and the rest would be a buffer for any additional uncounted expenditures.

Wine & Art

[REDACTED], Kelowna BC

Phone [REDACTED]

Fax [REDACTED]

Marni.Manegre@live.ca

Business Description

Business Overview

Legal name of business
Wine & Art

Business address
315 Lawrence Avenue, Kelowna BC,

Mailing address
315 Lawrence Avenue, Kelowna BC

Phone number
[REDACTED]

Fax number
[REDACTED]

E-mail address
Marni.Manegre@live.ca

Structure of business
Sole Proprietorship

Date business established
2014/09

Nature of business
Wine Bar, Tapas, Weekend Brunch Buffet, and Art Studio

Bank and branch location used for business matters
Scotiabank, Bernard St., Kelowna, BC

Bank and branch location used for personal matters
Scotiabank, Grandin Park Plaza, St. Albert, AB

Business Background

I have wanted to own a wine bar for more than a decade. I have personal contacts as friends and family members who operate similar businesses and I can talk to them for ideas and input for my own business. I have worked in Restaurants for over 7 years in fine dining and I have spent the past decade working in Advertising and Marketing. I work much better when I'm in charge, as I'm a leader by nature. I have the down payment for this business and found a prime location. I have instructors for classes in the wine bar and sourced suppliers I have also found contractors for renovations and determined what would need to be changed before opening. The schedule, hours of operation, and staffing have been determined and I have artists ready for gallery openings.

Please see attached Resume for further details on Education and Work Experience.

Personal Goals

1) I want to spend time with my family and do things I'm passionate about. I want a healthy lifestyle with local food and to be surrounded by friends and family. I also enjoy being part of the art community. I define personal success by achieving my financial goals and by being happy.

2) I want to own my own business, as I function best when I am in charge. When I work for corporations, I become frustrated when I see the overall business plan is not sustainable.

3) My financial goals are to pay down all debts quickly and to bring in a net profit what not only pays the bills, but also pays my personal bills and allows me to live a comfortable life. Ideally, I would like to have personal income around 100,000/yr, however, within the first few years of running a new business, my goal is to exceed 50,000/yr.

For the business, I would like to see the total sales exceed \$300,000 within the first year (preferably closer to \$350,000). I would like to pay back any business loans between 2 & 5 years and show year over year growth. Once this is determined successful, I would then like to look at the potential for a larger location.

Business Vision

Wine & Art is committed to providing local food and wine in a relaxed atmosphere that brings out creativity from our customers so that we can become a part of the local art community and become a profitable wine bar that remains busy.

Business Objectives

Short-term Objectives

September - October 2014 – Acquisition of property and renovations.

November 2014 - Grand Opening - advertising for weekend brunch, classes, and Christmas Parties – application for Food Primary License would be in and applying for further license for Participation

From month 2 through month 12 - working to pay down business loan

Long-term Objectives

Major objective is to pay down business loan within first 3 years and to increase sales by 10% year over year. Will consistently be working on an advertising plan to meet these objectives. Would like to make a salary of 50,000/yr for the first couple of years and then increase this once business loan is paid off.

Product

Description

Wine Bar - local wine and local beer Tapas – Serving tapas throughout the day - tapas are included with canvas purchase. Once Participation Liquor License is approved, if the customer is not on the premise to paint, then they would be charged for food separate on the bill. Weekend Brunch Buffett Canvas Painting - customers are encouraged to come in and paint. Canvas costs range from \$55 - \$75 and includes 2 hours of studio time, tapas, and all art supplies.

Classes (once participation license is approved)- Photography Classes will be offered on location Tuesday evenings and Art Classes will be offered on location Wednesday evenings Weddings/Special Events - The wine bar may be

rented for special events with our full bar service. Gallery Viewings - local artists will have gallery viewings of their art and there will be a special event admission fee. Tapas and drinks would be included

Competitive Advantage

Painting in a wine bar setting has become very popular in other markets and there are a few places relatively close by that offer this service. Kelowna has a strong art community and we're located in "wine country", so our services would be attractive to both locals and tourists. The art teacher at the most prestigious art school in Kelowna, Leanne Clark, has offered to teach art classes in Wine & Art.

Examples of Wine Bars & Art Studios in other markets:

Raw Canvas, Vancouver BC:

<http://www.rawcanvas.com>

Paint Nite, Drink Creatively, Various Locations:

<https://www.paintnite.com/pages/venue/index/vancouver>

Wine & Canvas, Various Locations USA:

<http://www.wineandcanvas.com>

The Marketplace

Industry

Industry Factors and Trends

One of the biggest factors affecting our business would be the tourist season. The population of Kelowna doubles in the summer months. The area population is just under 200,000 (The City of Kelowna <http://www.kelowna.ca/CM/page130.aspx>). It is imperative to have support from the local community to retain consistent business year round. The household income in Kelowna is relatively lower than it is in most major metropolitan cities in Canada, largely in part because of the number of students and retirees in Kelowna. This indicates the level of disposable income here is relatively lower and many locals may not be frequent customers (city-data.com <http://www.city-data.com/canada/Kelowna-family-households.html>). Kelowna is known for being a wine region and wine is popular among both tourists and locals. Kelowna also has a strong art community. The services offered are popular services in this region.

Industry Outlook

The food and beverage industry has continued to be a profitable industry throughout the decades.

Market Size

Since we would be serving food and beverage, if there were no other vendors in the city for these services, then everyone wishing to have meals and drinks outside of their home could be our potential clientele. We could then have up to 200,000 potential clients, according to Statistics Canada (<http://www12.statcan.gc.ca/census-recensement/2011/as-sa/fogs-spg/Facts-cma-eng.cfm?LANG=Eng&GK=CMA&GC=915>). Since we have limited seating capacity, at full capacity for Weekend Brunch, Canvas Painting, Art Classes, and Food and Beverage, I estimate we would make a maximum of \$680,000 in sales in a year.

Competitors

Competitive Environment

- Our main competition will be the other restaurants and bars in the immediate area. Most of these restaurants one block over are relatively new. Their Weaknesses would be not having long-term existing clients and they would need to rely on more than just the tourists to continue to be profitable in the winter months. Most of the restaurants are specific to a type of food, such as Burgers, BBQ, Ice cream, Pitas, etc. The strengths of these businesses is the location and they all tend to be relatively busy.

Competitive Opportunities & Challenges

The goal is to become part of the community by showcasing the work of emerging artists and bringing in people for art classes. We want support from Kelowna residents and not just tourists. Our competitors may be relying too heavily on the tourist season.

Customers

Customer Segments

Wine Bar - ages 19 + Weekend Brunch - Families Event Rentals - Young Couples and Families - Corporate Parties
Art Classes - 19+, people wanting to be part of the art community or people in the art community. Canvas Painting -

19+ - stagettes, corporate parties

Target Customers

Our prime target customers are members of the art community in Kelowna, so that they would continue to return back to the business. We would do this with gallery showings, classes, and providing the appropriate environment for them to be creative. We would like to see our main customers return on a weekly basis to participate in our course schedule or other events.

KELOWNA

The Okanagan Valley is located 400 kilometers (250 miles) east of Vancouver. With a population of 115,000, Kelowna is the largest city in British Columbia's Okanagan Valley. Often referred to as the Hawaii of Canada, Kelowna is a four-season playground and attracts visitors from around the world. Its thriving economy consists of industries such as Tourism, Forestry, Fruit Growing, and Wineries. Kelowna also has a growing technology sector that includes aerospace development and service.

The Okanagan region is well known for its hot summers and temperate winters, and offers a wide variety of cultural and sporting events.

Situated on the eastern shore of Okanagan Lake mid-way between Penticton in the south and Vernon in the north, Kelowna residents and tourists alike find the lake offers wonderful opportunities for boating, swimming or fishing. The nearby mountains attract hikers, skiers and outdoor enthusiasts of all descriptions. Three major ski hills are within a one-hour drive.

Kelowna boasts all the amenities of a major city - fine dining, unique shops and a vibrant cultural life - yet orchards and vineyards thrive within a 10-minute drive of the downtown core. Spectacular vistas await those ready to explore. A delightful day can be spent sampling the award-winning wines of our numerous internationally-acclaimed wineries, while several championship golf courses draw enthusiasts from all around the world.

Kelowna's international airport is the 10th busiest in Canada, serving over 1.39 million passengers per year. With daily flights, it's just a 60-minute flight from Calgary or Vancouver and 70 minutes from Seattle. Daily direct flights to Toronto are also available. Kelowna is also home to The University of British Columbia Okanagan, with over 7,500 students attending the faculty annually.

Sales & Marketing

Positioning

Our menu will be based on local food high in quality and we will be using a buffet style for the food service and tapas. This will allow for us to offer service at a lower cost. The wine and beer served will also be high quality and we plan in keeping the cost per glass lower than the chain restaurants in the city. In short, we're looking at being better and cheaper than our main competitors.

Pricing

Sales Prices: Breakfast Buffet = \$15/pp Tapas/Evening Buffet = \$12/pp Canvas and Art Supplies = \$55 - \$75 depending on size of canvas (includes Tapas) Classes = \$25/pp/class Beverages = cost varies - house wine = \$5/glass To keep things simple and have the focus on the wine and art, food service will be done in a buffet style. The cost is relatively less than the average cost for a full hotel buffet, which is typically close to \$25pp. The canvas costs are close to other wine bars, however, we're including the tapas at not additional cost. We would have a profit margin of 60 - 70 % off the materials and cost of food.

Promotion

We would focus on Directional Media, such as Search Engines, as this is where people are going when they're ready to buy and looking for specific services. To do this, we would be working on our website and promoting it through paid search ads (SEM). We would also be using the local digital classified listings on Castanet.net and Kijiji for class and event promotions. We would make sure the sign and business front will attract people on the street. We would be marketing to local artists and students at the UBC Fine Art program to have their work showcased on the walls of the studio, which will bring in new traffic. We plan on being found through all digital media sites and directories such as Google +, Yelp, yellowpages.ca The advertising budget is set at \$1000/month.

Sales

Customers would be coming in to the location. They would pay using debit, credit, or cash. We would not be offering discounts and there are no guarantees or warranties. Should there be issues with the service, we would assess at that time and may then discount or promo the bill, otherwise, everything would be at list rate.

Business Operations

The Team

Self - Marni Manegre - 7 years of restaurant experience Cook - Laural Manegre - would be making the tapas and brunch on the weekends - has been cooking for 40 years. Bob McKerrell (spouse) - teaching photography classes and would be available to assist in service - has 5 years of restaurant experience Leanne Clark - teaching art classes - went to university on a full art scholarship and currently instructs art classes at Studio 9 We would be closed when we're away.

Advisors

Banker - working with Scotiabank

Lawyer - Tim Kucher - Doak-Shirreff - advises on legal matters

Accountant - Doug Zablotney - 40 years experience and has been working with us for 5 years.

Hiring Plans

We would be hiring in March for the Summer months and tourist season. The positions we would be filling would be wait staff and we would hire and train two new staff for these months. Once the business is more established, i.e. in 2 years, we would then look at hiring a full time manager and staff for the business. For the first two years, we would be running this as a family business.

Suppliers

We would be requesting a few of the local vineyards and breweries as new suppliers, should this be permitted, otherwise, we would be working primarily with the BC Liquor Control Board. We would also be looking at local farms and businesses as food suppliers. Our goal is to work with businesses that are local and not to have anything imported.

Alliances

Studio 9 - Art school and access to parents of students who are interested in local art - student art may be displayed and parents may want to take classes from the school art teacher who would be instructing on Wednesdays at Wine & Art UBC Okanagan Faculty of Fine Arts - showcasing student artwork in the studio - this would bring in new clientele to see emerging artists Bob McKerrell Photography - doing all the event photography and work for the website

Planned Changes

We are looking at doing renovations to an existing restaurant to convert this over to our Wine Bar and Art Studio. We will evaluate the existing liquor license to see if we need to revise it. We are requesting to borrow \$100,000 for the sale of the existing restaurant and to do renovations to the bar and the floor. We would need to buy new tables and chairs and art supplies. We would also want to stock more wine in our inventory.

Contingency Plans

We will invest in personal, business, and credit insurance, along with health insurance for the family. We're not concerned with major competitors in the area, as all the shops on the street are currently full. There are also many wine and food suppliers, so if one would fail to deliver, we would just have to modify our menu. Should Wine & Art fail to be profitable, we would be looking at keeping the business and location and modifying the business plan, with permission from the City of Kelowna.

MARNI MANEGRE

Marni.Manegre@live.ca

EXECUTIVE SUMMARY

Marketing Manager with expertise in both online and print marketing campaigns and strategy.

Solid understanding of digital marketing, including SEO, PPC, SEM and social media marketing.

PROFESSIONAL HIGHLIGHTS

- Account management
- Quality leadership
- Superior writer and editor
- Problem solving
- New customer acquisition
- Deadline-driven
- Digital advertising
- Project management
- Innovative
- Articulate public speaker

CAREER ACCOMPLISHMENTS

- Managed \$3 Million of corporate revenue and increased annual sales by more than \$600,000 through strategic marketing campaigns.
- Hired, trained and managed a team of 12 successful Media Account Consultants.
- Increased sales volume by adding 50+ new accounts in the assigned territory.
- Earned the Sales Incentive Trip Award in 2007 and Sales Team of the Year in 2007, 2008, and 2009
- Google Certified, January 2010

EXPERIENCE

08/2013 to Present

**Outside Sales Manager,
Kijiji Autos, Kelly Services – Calgary & Kelowna**

- Won President's Club for 2013, 1st Place
- Exceeding revenue target each month.
- Managing client base of Automotive Dealerships in Southern Alberta and British Columbia

**02/2012 to 08/2013 Internet Marketing Consultant - Automotive Team
ReachLocal — Calgary, AB**

- Identified prospective customers using lead generating methods and performing an average of 60 cold calls per day.
- Established and maintained more than 50 new accounts, earning a combined profit of over \$2M.
- Surpassed annual quota by 25%
- Directed a comprehensive PPC campaign to increase brand awareness and boost rates of organic click-through.% for all clients.

**02/2010 to 10/2011 Senior Sales Manager
Yellow Pages Group — Calgary, AB**

- Surpassed revenue goals in four consecutive quarters.
- Recognized as top sales manager for my channel and region for 2010 and 2011.
- Trained sales teams on educational products at seminars and special events.
- Supervised, lead, coached, and managed 12 Media Account Consultants.
- Hiring manager for 5 sales teams.

**02/2006 to 02/2010 Media Account Consultant
Yellow Pages Group — Calgary, AB**

- Managed a portfolio of 200+ accounts, which generated \$3 Million in revenue per year.
- Scheduled an average of 15 appointments per week.
- Ranked in top 7% of sales representatives out of 50 representatives in the Alberta region.
- Developed and expanded existing customer sales by \$300,000 in each year.
- Answered customers' questions about products prices, availability, uses and credit terms.
- Planned, created and delivered digital and print media sales presentations.

**02/2003 to 02/2006 Customer Service & Sales - Business Services
TELUS Communications Inc. — Edmonton, AB**

- Delivered exceptional account service to strengthen customer loyalty.
- Estimated and quoted prices, credit and contract terms, warranties and delivery dates.
- Negotiated details of contracts and payments and prepared sales contracts and order forms.
- Addressed customer questions and concerns regarding products, prices and availability.
- Consistently met and exceeded department expectations for productivity and accuracy levels.

09/2001 to 07/2005

Researcher & Project Manager

Athabasca University — Edmonton, AB

- Defined project deliverables and monitored status of tasks.
- Updated and managed 5 project databases.
- Designed research studies and gathered background information.
- Wrote reports detailing the results of each study.

EDUCATION

2001 Master of Science: Linguistics

University of Alberta — Edmonton, AB, Canada

Thesis: The Combination of Lexical Morphemes: forming co-ordinate compounds and blends in child language

University of Alberta Faculty of Graduate Studies

Memberships: Linguistics Department Council, Graduate Students Association Council, Open House Committee, Mental Lexicon Research Team, Preschool Mathematics Research Team

Awards: Graduate Student Assistantship, 1999, 2000, 2001

Graduate Student Association Long Term Recognition, 2001

1998 Bachelor of Arts: Linguistics

University of Alberta — Edmonton, AB, Canada

Major in Linguistics

Minor in Psychology

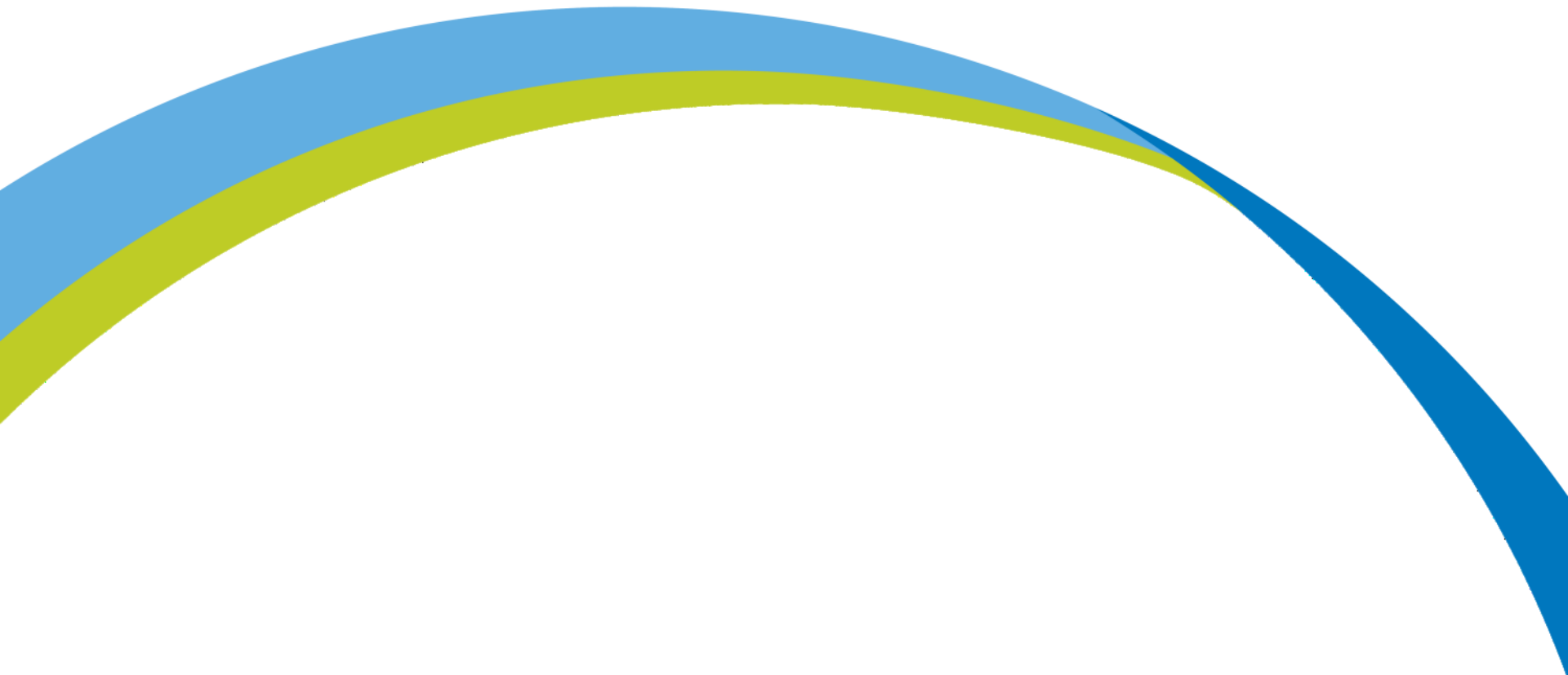
Memberships: German Club on Campus, Linguistics Club, Open House Committee

Awards: Alexander Rutherford Scholarship, 1994

Interprovincial Pipeline Scholarship: 1994, 1995, 1996, 1997, 1998

LEASE AGREEMENT

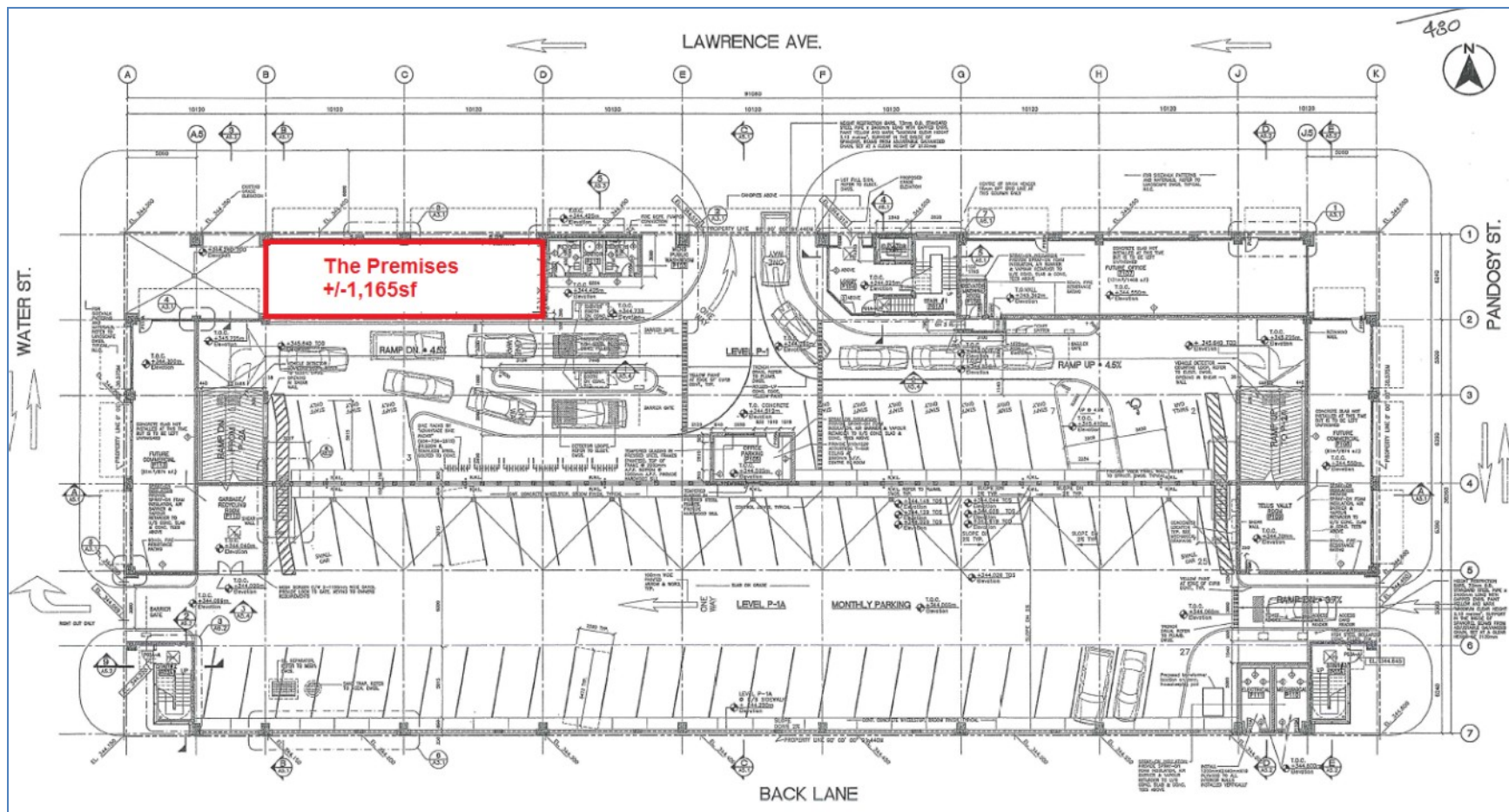
315 Lawrence Avenue (Chapman Parkade)



LOCATION



CHAPMAN PARKADE FLOOR PLAN



LEASE DETAILS

- ▶ Area: +/- 1,165 square feet
- ▶ Lease rate: \$15.00-\$17.00/sf
- ▶ Commencement Date: Nov 15, 2014
- ▶ Term of Lease: 5 years and 2 weeks
- ▶ Renewals: 1 x 5 years

Report to Council



Date: 10/06/2014
File: 1120-21
To: City Manager
From: G. Hood, Manager, Strategic Land Development
Subject: 2014-10-06 Report - Bylaw 11000 - Doyle Avenue

Recommendation:

THAT Council receives the Report from the Manager, Strategic Land Development dated September 15, 2014, recommending that Council adopt the proposed closure of a portion of lane adjacent to Doyle Avenue;

AND FURTHER THAT Bylaw No. 11000, being proposed closure of a portion of lane adjacent to 460 Doyle Avenue, be given reading consideration.

Purpose:

To close a portion of lane adjacent to 460 Doyle Avenue for consolidation with 460 Doyle Avenue to be leased to the Kelowna Sustainable Innovation Group for the construction of the Okanagan Centre for Innovation. To temporarily close a portion of lane adjacent to 460 Doyle Avenue to accommodate the creation of an airspace parcel above the roadway to be consolidated with 460 Doyle Avenue to be leased to the Kelowna Sustainable Innovation Group for the construction of the Okanagan Centre for Innovation.

Background:

Further to the development permit approved by the City of Kelowna, the City has agreed to lease to the developer (subject to various terms and conditions) a consolidated parcel of lands to construct a technology centre. The transfer of the consolidated airspace parcel to the Purchaser is subject to the receipt of a building permit on the consolidated lands. A portion of the road closure area beneath the airspace parcel is to be rededicated as road upon the registration of the consolidated air space parcel. A portion of the road closure area is to remain closed for consolidated with the adjacent lands.

Legal/Statutory Authority:

Section 26 and 40, Community Charter

Considerations not applicable to this report:

Internal Circulation:

Financial/Budgetary Considerations

Legal/Statutory Procedural Requirements:

Existing Policy:

Personnel Implications:

External Agency/Public Comments:

Communications Comments:

Alternate Recommendation:

The Real Estate department requests Council's support of this road closure.

Submitted by: G. Hood, Manager, Strategic Land Development

Approved for inclusion: D. Edstrom, Director, Real Estate

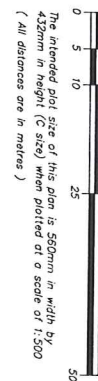
Attachment:

1. Schedule A - Road Closure Plan

cc: R. Smith, Urban Planning Manager
M. Hasan, Transportation and Mobility Manager
S. Muenz, Development Engineering Manager

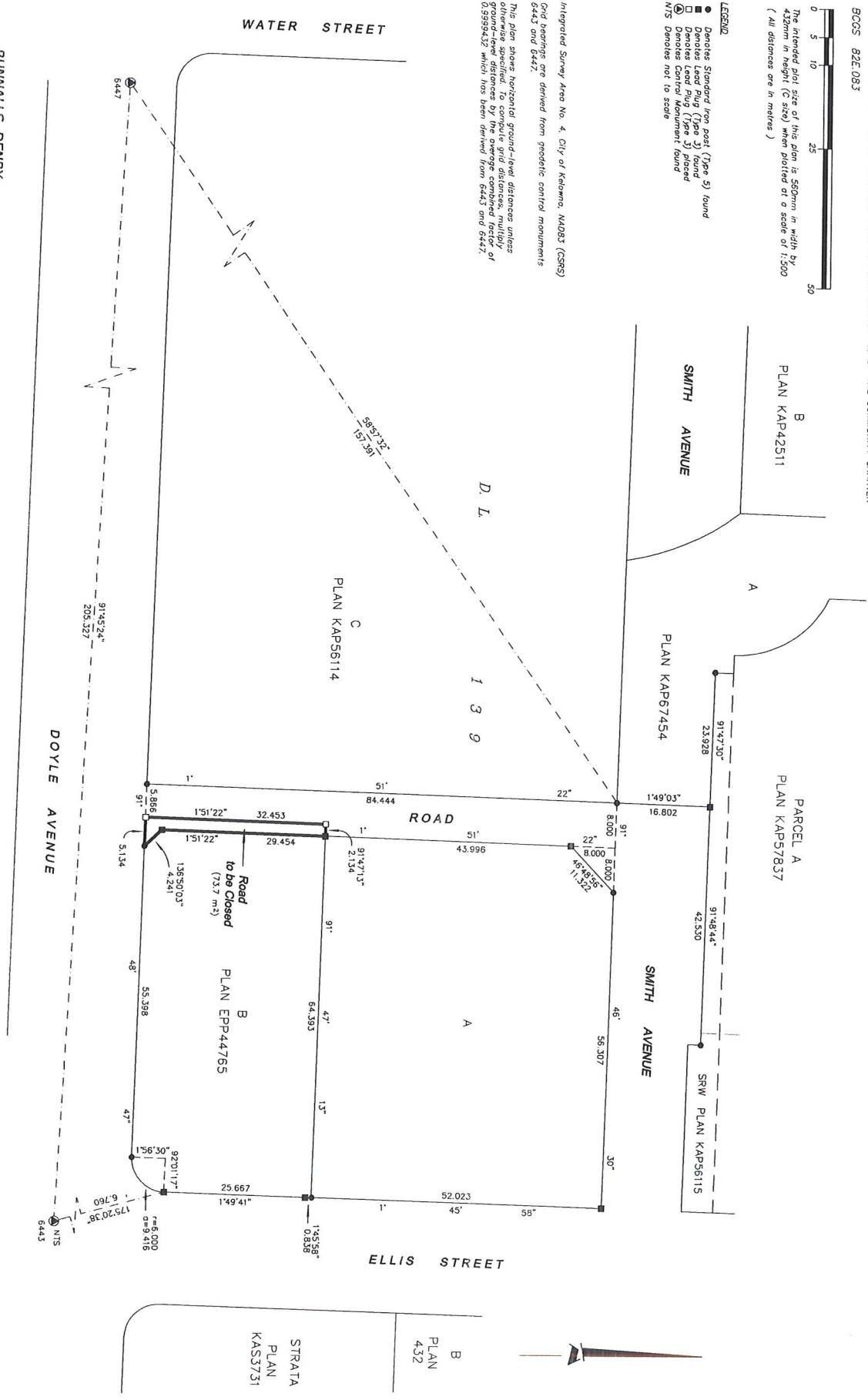
REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11000 (CITY OF KELOWNA) TO CLOSE PART OF ROAD DEDICATED ON PLAN KAP56114, DISTRICT LOT 139, OSOYOOS DIVISION YALE DISTRICT

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND SECTION 40 OF THE COMMUNITY CHARTER
BCGS 82E 083



- LEGEND**
- Denotes Standard Iron post (Type 5) found
 - Denotes Lead Plug (Type 3) found
 - Denotes Lead Plug (Type 3) placed
 - Denotes Control Monument found
 - NTS Denotes not to scale

Integrated Survey Area No. 4, City of Kelowna, M4081 (CSRS)
Old bearings are derived from geodetic control monuments
6443 and 6447.
This plan shows horizontal ground-level distances unless
otherwise specified. To compute grid distances, multiply
ground-level distances by the average combined factor of
0.9999432 which has been derived from 6443 and 6447.



RUNNALLS DENBY
british columbia land surveyors
259A Lawrence Avenue
Kelowna, B.C.
Phone: (250)753-7332
Fax: (250)753-4413
Email: rdenby@runnallsdenby.com
VTR B/C
DWC No: 14062 CLOSED ROAD
FILE: 14062

This plan lies within the Regional District of Central Okanagan.
The field survey represented by this plan was completed on
the 5th day of September, 2014
Neil Raymond Denby, BCLS 785

CITY OF KELOWNA

BYLAW NO. 11000

Road Closure and Removal of Highway Dedication Bylaw (Portion of Lane adjacent to 460 Doyle Avenue)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of Lane adjacent to 460 Doyle Avenue

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, hereby enacts as follows:

1. That portion of highway attached as Schedule "A" comprising 73.7 m² shown in bold black as Road to be Closed on the Reference Plan EPP44170, prepared by Runnalls Denby, is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this

Approved Pursuant to Section 41(3) of the Community Charter this

(Approving Officer-Ministry of Transportation)

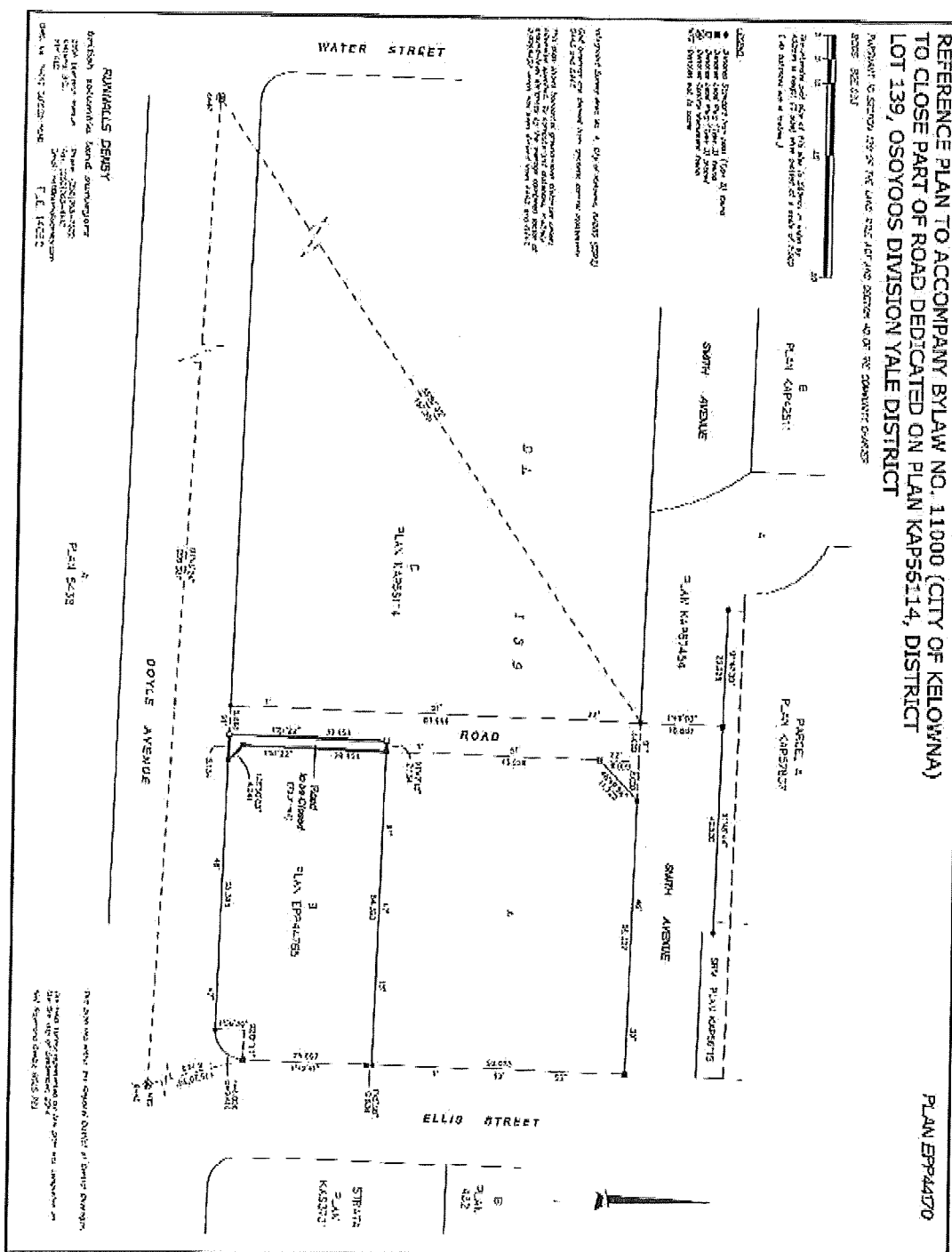
Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

REFERENCE PLAN TO ACCOMPANY BYLAW NO. 11000 (CITY OF KELOWNA)
TO CLOSE PART OF ROAD DEDICATED ON PLAN KAP55.14, DISTRICT
LOT 139, OSOYOOS DIVISION YALE DISTRICT

PLAN EPP 4470



CITY OF KELOWNA

BYLAW NO. 10798

Road Closure and Removal of Highway Dedication Bylaw (Portion of Lane adjacent to 551 Glenwood Avenue)

A bylaw pursuant to Section 40 of the Community Charter to authorize the City to permanently close and remove the highway dedication of a portion of Lane adjacent to 551 Glenwood Avenue

NOW THEREFORE, the Municipal Council of the City of Kelowna, in open meeting assembled, hereby enacts as follows:

1. That portion of highway attached as Schedule "A" comprising 366.7 m² shown in bold black as "Road To Be Closed" on the Reference Plan prepared by Neil Denby, B.C.L.S. and completed on 4th day of September, 2014, is hereby stopped up and closed to traffic and the highway dedication removed.
2. The Mayor and City Clerk of the City of Kelowna are hereby authorized to execute such conveyances, titles, survey plans, forms and other documents on behalf of the said City as may be necessary for the purposes aforesaid.

Read a first, second and third time by the Municipal Council this 29th day of September, 2014.

Adopted by the Municipal Council of the City of Kelowna this

Mayor

City Clerk

